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Ref.: NL-AAG-10001/PHL Kondhwa/049/2017-18 Date: January 19, 2018

To,
PROVIDENT HOUSING LIMITED
130/1, Ulsoor Road,
Bangalore – 560 042

Dear Sir,

Re: **All those pieces or parcels of lands bearing Survey no.20 Hissa no.2 (part), Survey no.20 Hissa no.3, Survey no.23 Hissa nos.1 (part), 2/1/1, 2/1/2, 2/2, 2/2/1, 2/2/3A, 2/2/3B, 2/2/4, 2/2/6, 2/3 (part), 2/7, 2/8, 2/9, 5, 5/1, 5/3, 5/3/1, 6, 7, 10/1 and 10/1/3, all situate, lying and being at Village Kondhwa Budruk, Taluka Haveli and District Pune (the said "Lands")**

We have been instructed by our client Provident Housing Limited (the "**Company**") to investigate the title of the said Lands.

1. **DISCLAIMERS:**

In connection with this report on title ("**Title Report**") it may be noted that: -

1.1. This Report is prepared solely for the use of our client.

1.2. We have, at the instructions of our client, conducted a title investigation relating to the said Lands for the purpose of issuing our Report. It is expressly clarified that this Report is to ascertain the title to the said Lands and does not address any other issue.

1.3. We have received information in relation to preparation of this Report from representatives of M/s. Global Riviera Projects and we have relied on information and documents furnished by M/s. Global Riviera Projects to us from time to time.

1.4. The accuracy of this Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions given by M/s. Global Riviera Projects, being true, complete and accurate.

1.5. For the purpose of this Report we have through our local lawyers, conducted searches at the Office of the Sub-Registrar of Assurances, Pune. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.

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1.6. Certain sale deeds detailed in later part of this Report contain covenants for leaving certain area vacant out of the lands forming part of the said Lands, for the purposes of road. In lieu of same, M/s. Global Riviera Projects has prepared a composite layout in respect of the said Lands and necessary provisions are made therein for roads as per the applicable rules and regulations.

1.7. We have not commented on the structures, if any, standing on the said Lands and / or premises constructed thereon, statutory, user, development and environmental permissions and approvals required for the development of the Lands.

1.8. With respect to matters for which satisfaction can only be obtained on the basis of representations and declarations made by M/s. Global Riviera Projects and which cannot be otherwise verified, we have relied upon the Declaration dated December, 2017 made by M/s. Global Riviera Projects (the "**Declaration**").

We have, at the instructions of our client, conducted a title investigation relating to the Lands for the purpose of issuing our Report. It is expressly clarified that this Report is to investigate the title of the said Lands and does not address any other issue.

2. STEPS:

For the purpose of issuing this Title Report, we have undertaken the following:

2.1. Caused searches to be conducted at the Offices of the Sub-Registrars and Joint District Registrar for the period 1950 to 2017 (both inclusive). Copies of the Search Reports dated April 21, 2016, March 24, 2017 and August 29, 2017 are marked and annexed as **Annexure "A1", "A2" and "A3"** hereto respectively. The searches for the records in the year 2017 have been conducted for the period upto August 25, 2017.

2.2. Caused searches at the office of the Registrar of Firms on April 11, 2016 and on January 18, 2018 in relation to M/s. Global Riviera Projects. The search reports issued by M/s. KNP & Associates are annexed hereto and marked as **Annexure "B1"** and **Annexure "B2"** respectively.

2.3. Caused notices to be published in the May 11, 2016 edition of the newspapers Sakal (Pune edition), Maharashtra Times (Pune edition) and the Times of India (Mumbai edition) and Erratum in the May 13, 2016 edition of Sakal and Maharashtra Times. We have also caused notices to be published in the June 5, 2016 edition of the newspaper Free Press Journal (Mumbai edition), Sakal Times (Pune edition) and Kesari (Pune edition) stating

that certain original title deeds / documents pertaining to the said Lands have been misplaced / lost and are not available with M/s. Global Riviera Project.

2.4. Perused photocopies of extracts of Village Form no. VII/XII, extracts of mutation entries and other revenue records made available to us and as referred to in this Report;

2.5. Perused photocopies of the title deeds with respect to the said Land made available to us and as referred to in this Report;

2.6. Carried out inspection of the original title documents at the office of M/s. Global Riviera Projects. A list setting out the details of the original title documents furnished to us for inspection is annexed hereto and marked as **Annexure "C"**.

2.7. Perused and relied upon the Declaration.

The opinion as stated hereinbelow is subject to and based on the Observations contained in this Report.

3. OBSERVATIONS:

3.1. Survey no.20 Hissa no.2:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 2016-2017 in respect of the captioned land. The captioned land was earlier bearing Survey no.19 Hissa no.2. The VII/XII for the period 1943-1944 onwards reflects the name of Jagu Bhagu Kamthe as the holder thereof and the area is recorded as 01 Acre 13 Gunthas.

b. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted from 01 Acre 13 Gunthas to 00 Hectares 54 Ares.

c. Upon perusal of Mutation Entry no.7677 dated August 5, 1988 furnished to us, it is seen that Jagubai Bhaguji Kamthe expired on January 30, 1972 and was survived by her daughters (a) Somabai Babu Lonkar, heirs of Anuradha Shivram Kadam, being (b) Hiraman Shivram Kadam, (c) Ramchandra Shivram Kadam, (d) Subhash Shivram Kadam, (e) Dnyanoba Shivram Kadam, (f) Shantabai Chandrakant Sabale, (g) Baby

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Sarjerao Ghodake and (h) Baidabai Shevale. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.19 Hissa no.2.

d. Upon perusal of an extract of Mutation Entry no.18036 dated May 31, 2000, it appears that the same does not pertain to the captioned land. Mutation Entry no.8036 dated October 30, 1988 which records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.19 of Village Kondhwa Budruk was identified as land bearing Survey no.20 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

e. By and under a Sale Deed dated January 19, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.465 of 1995, (a) Hiraman Shivram Kadam, (b) Ramchandra Shivram Kadam, (c) Dnyaneshwar alias Dnyanoba Shivram Kadam, (d) Subhash Shivram Kadam, (e) Shantabai Chandrakant Sabale, (f) Babybai Sarjerao Ghodke, (g) Baidabai alias Laxmi Pandurang Shevale, with the consent of Ram Balanna Yadav sold and transferred in favour of Raj K. Bhansali, an area admeasuring 00 Hectares 27 Ares situated on the East side and out of the land bearing Survey no.20 Hissa no.2, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16666 dated July 18, 1998. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. Upon perusal of the Sale Deed, it further appears that the vendors had agreed to sell the land in favour of Ram Balanna Yadav and had received part consideration from him. However, the transaction could not be completed. As such he is joined as a consenting party to the transaction and the part consideration paid by him was returned to him by the purchaser. Upon perusal of a notarized Declaration dated June, 2002 executed between the then partners of M/s. Unity Enterprises, a partnership firm, it is inter alia seen that the captioned land was purchased by Raj K. Bhansali in his capacity as the partner of M/s. Unity Enterprises and the full consideration in respect thereof was paid by the firm and further the captioned land belongs to and has been held by the firm as its absolute property.

f. Mutation Entry no.20473 dated June 25, 2002 records that Somabai Baburao Lonkar expired on October 27, 1996 and was survived by her sons Sambhaji Baburao Lonkar, Vasant Baburao Lonkar, daughter Anjanabai Ratansheth Tupe, heirs of her deceased

son Vasantrao being Dnyaneshwar Vasant Lonkar, Sopan Vasant Lonkar, Uday Vasant Lonkar, Sanjay Vasant Lonkar, Ratnamala Michael Davayar, Nalini Shankar Kamthe and wife Vimal Vasant Lonkar. Accordingly, the names of the heirs were mutated as the holders of the land bearing Survey no.20 Hissa no.2.

g. By and under a without consideration Release Deed dated December 15, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no. 7951 of 2005, Hiraman Shivram Kadam, Sanjay Ramchandra Kadam (heir of late Ramchandra Shivram Kadam), Subhash Shivram Kadam, Dnyanoba Shivram Kadam, Baby Sarjerao Bodkhe and Baidabai Pandurang Shevale released all their respective rights in favour of Sambhaji Baburao Lonkar in respect of an ascertained area admeasuring 00 Hectares 27 Ares out of the land bearing Survey no.20 Hissa no.2, in the manner stated therein, which fact has been recorded vide Mutation Entry no.22782 dated July 27, 2006. The said Release Deed records that the releasors had already sold share (00 Hectares 27 Ares) in the captioned land and their name was erroneously recorded as holder of the other 00 Hectares 27 Ares portion out of the captioned land and therefore, they are releasing her rights in the captioned land. It appears from perusal of the Release Deed that upon demise of Ramchandra Shivram Kadam, Sanjay Ramchandra Kadam became entitled to his share. The aforementioned area of 00 Hectares 27 Ares held by Sambhaji Baburao Lonkar is not the subject matter of this Report.

h. Further, by and under a without consideration Release Deed dated May 11, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no. 5755 of 2006, Shantabai Chandrakant Sabale (through her power of attorney holder Dnyanoba Shivram Kadam) released all her rights in in favour of Sambhaji Baburao Lonkar in respect of an ascertained area admeasuring 00 Hectares 27 Ares out of the land bearing Survey no.20 Hissa no.2, in the manner stated therein, which fact has also been recorded vide Mutation Entry no.22782 dated July 27, 2006. The said Release Deed records that Shantabai Chandrakant Sabale had already sold share (00 Hectares 27 Ares) in the captioned land and her name was erroneously recorded as holder of the other 00 Hectares 27 Ares portion out of the captioned land and therefore, she is releasing her rights in the captioned land. Annexed to the Release Deed is a copy of the Power of Attorney dated January 5, 2006 notorially registered in the register of Adv. Suresh Raina at Serial no. 106 of 2006 and executed by Shantabai Chandrakant Sabale in favour of Dnyanoba Shivram Kadam. The aforementioned area of 00 Hectares 27 Ares held by Sambhaji Baburao Lonkar is not the subject matter of this Report.

i. By and under a Sale Deed dated June 16, 2008 registered with the office of the Sub-Registrar, Haveli no.6, Pune, in Book no.1, at Serial no.5158 of 2008, (a) Sambhaji Baburao Lonkar, (b) Shakuntala Sambhaji Lonkar, (c) Vidya Dilip Bajare, (d) Sitabai Dattatraya Mokhar, (e) Asha Suresh Wadkar, (f) Vimal Vasant Lonkar, (g) Dnyaneshwar Vasant Lonkar, (h) Hemlata Dnyaneshwar Lonkar, (i) Bhavana Dnyaneshwar Lonkar, (j) Nutan Dnyaneshwar Lonkar, (k) Pravin Dnyaneshwar Lonkar ((i) to (k) being minors, through their guardian father (g) above), (l) Sopan Vasant Lonkar (m) Neeta Vasant Lonkar, (n) Nikhil Sopan Lonkar, (o) Shubham Sopan Lonkar ((n) and (o) being minors, through their guardian father (l) above), (p) Uday Vasant Lonkar (q) Sangeeta Uday Lonkar, (r) Sayali Uday Lonkar, (s) Sayank Uday Lonkar ((r) and (s) being minors, through their guardian father (p) above), (t) Sanjay Vasant Lonkar, (u) Kavita Sanjay Lonkar, (v) Ratnamala Michael Davayar, (w) Nalini Shankar Kamthe, (x) Shaila Shankar Kamthe, (y) Kunal Shankar Kamthe ((x) and (y) being minors, through their guardian mother (w) above) and (z) Anjanabai Ratansheth Tupe, all through their power of attorney holder Jagdishprasad Tilakchand Agarwal, sold and transferred in favour of Mansha Sachin Agarwal an ascertained area admeasuring 00 Hectares 27 Ares out of the land bearing Survey no.20 Hissa no.2, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.23879 dated June 16, 2008. The aforementioned portion admeasuring 00 Hectares 27 Ares is not the subject matter of this Report. Upon perusal of Mutation Entry no.29569 dated April 4, 2013, it is seen that the aforementioned area of 00 Hectares 27 Ares held by Mansha Sachin Agarwal was amalgamated with several other land parcels and a separate VII/XII in respect thereof was prepared.

3.2. Survey no.20 Hissa no.3:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1966-1967, 1969-1970 to 1980-1981, 1981-1982 to 1991-1992, 1992-1993 to 2016-2017 in respect of the captioned land. The captioned land was earlier bearing Survey no.19 Hissa no.3. The VII/XII for the period 1943-1944 onwards reflects the name of Pandurang Sadoba Kamthe as the holder thereof and the area is recorded as 01 Acre 10 Gunthas. The VII/XII extract also reflects the deleted names of Govinda Moru Kamthe, Madhav Govind Kamthe (Karta) and Mahadu Sadu Khawle.

b. Mutation Entry no.775 dated September 27, 1934 records that pursuant to the Falni bara, certain corrections were carried out in the records of inter alia the captioned land.

In the absence of a copy of the Falni bara, we have relied upon the contents of the said mutation entry.

c. Upon perusal of Mutation Entry no.1204 dated August 16, 1947 furnished to us, it appears that that Govinda Bheru Kamthe was the holder of the captioned land and that Govinda Bheru Kamthe expired on June 10, 1946 and was survived by his two sons. Accordingly, the name of Madhav Govind Kamthe, as the Karta of the joint family was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.19 Hissa no.3. Only the name of one of the son i.e. Madhav Govinda Kamthe is mentioned in the said mutation entry. Upon perusal of Mutation Entry no.1486 set out hereinafter, it appears that the name of the second son is Dattatraya Govind Kamthe. From perusal of the available records, it appears that the name of Madhav is mentioned as 'Mahadev'.

d. Mutation Entry no.1486 dated October 31, 1951 records that Mahadev Govind Kamthe and Dattatraya Govind Kamthe sold in favour of Mahadu Sadu Khawale the land bearing Survey no.19 Hissa no.3 under a conditional sale dated July 25, 1951 for a period of 5 years. We have not been furnished with a copy of the said Sale Deed dated July 25, 1951 and as such we the conditions of the mortgage cannot be ascertained. However, upon perusal of Mutation Entry no.1526 dated November 26, 1953, it is seen that, within a period of two years from the aforementioned sale, by and under a Sale Deed dated February 26, 1953, Mahadu Sadu Khawale sold and transferred in favour of Pandurang Sadoba Kamthe, the land bearing Survey no.19 Hissa no.3 for Rs.200/-. Furthermore, by and under a Sale Deed dated June 21, 1955, Mahadev Govinda Kamthe sold and transferred in favour of Pandurang Sadoba Kamthe, the land bearing Survey no.19 Hissa no.3 for Rs.600/-, which fact has been recorded vide Mutation Entry no.1554 dated August 21, 1955. As per the mutation entries, both the sale deeds were executed in favour of Pandurang Sadoba Kamthe. In the absence of the aforementioned Sale Deeds, we have relied upon the contents of the aforementioned mutation entries.

e. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to 00 Hectares 51 Ares.

f. Mutation Entry no.2222 dated August 16, 1976 records charge of Kondhwa Budruk Society on inter alia the lands bearing Survey no.19 Hissa no.3 and Survey no.21

Hissa no.1 in respect of loan of Rs.1,600/- availed of by Pandurang Sadoba Kamthe from the society on June 28, 1976. We have been furnished with a letter bearing no.3502 dated January 23, 2017 addressed by the Deputy Registrar of Co-operative Society, Pune City (4) to the Head of the Department (Dissolved Branch), Pune District Central Co-operative Bank Limited. Upon perusal thereof, it is seen that Javed F. Tapia had made an application for deletion of the name of the society from the records of the land bearing Survey no.20/3 and 23/1. Pursuant thereto, the Deputy Registrar has inter alia informed the Head of the Department (Dissolved Branch) that the Kondhwa Budruk Vividh Vikas Karyakari Society has been dissolved and the registration thereof has been cancelled. The Deputy Registrar has further directed the Head of the Dissolved Branch to confirm if there is any charge of the society on the lands bearing Survey no.20/3 and 23/1. By and under a letter dated January 30, 2017, the bank has informed the Deputy Registrar that there are no dues from the Kondhwa Budruk Society to the bank.

g. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.19 of Village Kondhwa Budruk was identified as land bearing Survey no.20 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

h. Mutation Entry no.9886 dated October 1, 1990 records that Pandurang Sadu Kamthe expired on July 14, 1990 and was survived by his sons (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Dinkar Pandurang Kamthe; daughters (d) Tulsabai Pandurang Tathawade, (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Narmadabai Dattoba Bhovale, (h) Subhadrabai Somnath Gaikwad, (i) Sindhubai Vitthal Gote and wife (j) Rakhmabai Pandurang Kamthe. Accordingly, the names of the heirs were mutated on records of the lands bearing Survey no.20 Hissa no.3 and Survey no.23 Hissa no.1.

i. Upon perusal of an extract of Mutation Entry no.9889 dated October 1, 1990, it is seen that the same does not pertain to the captioned land.

j. By and under a Sale Deed dated March 20, 1998 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.1460 of 1998, (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Dinkar Pandurang Kamthe ((a) to (c) for self and as the Karta of their respective joint families) (d) Rukminibai [Rakhmabai] Pandurang Kamthe, (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Tulsabai Pandurang Tathawade, (h) Narmada Dattatraya Bhosale, (i) Subhadra Somnath Gaikwad, (j) Sindhu Vitthalrao Gote, all through their power of attorney holder Javed F. Tapia, with the consent of (a) Laxmibai Vitthal Kamthe, (b) Chandrakant Vitthal Kamthe, (c) Asha Chandrakant Kamthe, (d) Yashwant Vitthal Kamthe, (e) Lata Yashwant Kamthe, (f) Shashikant Vitthal Kamthe, (g) Bhanudas Vitthal Kamthe, (h) Sangeeta Bhanudas Kamthe, (i) Kusum Yashwant Shirke, (j) Sharda Dattatraya Gawade, (k) Kamal Khandu Kamthe, (l) Rohidas Khandu Kamthe, (m) Shalan Rohidas Kamthe, (n) Kantabai Dinkar Kamthe and (o) Mahesh Dinkar Kamthe, all through their power of attorney holder Javed F. Tapia, sold and transferred in favour of Javed F. Tapia, *inter alia* the land bearing Survey no.20 Hissa no.3 admeasuring 00 Hectares 51 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16665 dated July 18, 1998. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. It further records that the possession of the land was given to Javed F. Tapia under the Agreement for Sale dated July 6, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.5531 of 1995 and further nos.(a) to (c) for self and as the Karta of their respective joint families and (d) to (j) through their power of attorney holder Dinkar Pandurang Kamthe, also executed an Irrevocable Power of Attorney dated July 6, 1995 and registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.171 of 1995 in favour of Javed F. Tapia and Raj K. Bhansali thereby enabling them to undertake the acts, deeds and things mentioned therein. Upon perusal of a notarized Declaration dated June, 2002 executed between the then partners of M/s. Unity Enterprises, a partnership firm, it is inter alia seen that the captioned land was purchased by Javed F. Tapia in his capacity as the partner of M/s. Unity Enterprises and the full consideration in respect thereof was paid by the firm and further the captioned land belongs to and has been held by the firm as its absolute property.

k. Please see the Litigation section of this Report in relation to the suit pending in respect of the captioned land.

3.3. Survey no.23 Hissa no.1:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1967-1968, 1969-1970 to 1980-1981, 1980-1981 to 1991-1992, 1992-1993 to 2016-2017 in respect of the captioned land. The captioned land was earlier bearing Survey no.21 Hissa no.1. The VII/XII for the period 1943-1944 onwards reflects the name of Pandu Sadu Kamthe as the holder thereof and the area is recorded as 06 Acres 24 Gunthas.

b. Mutation Entry no.777 dated September 27, 1934 records that pursuant to the Falni bara, certain corrections were carried out in the records of inter alia the land bearing Survey no.21 Hissa no.1. Accordingly, the same was mentioned to be admeasuring 06 Acres 24 Gunthas and held by Pandu Sadu Kamthe. In the absence of a copy of the Falni bara, we have relied upon the contents of the said mutation entry.

c. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.

d. Mutation Entry no.2222 dated August 16, 1976 records charge of Kondhwa Budruk Society on inter alia the lands bearing Survey no.19 Hissa no.3 and Survey no.21 Hissa no.1 in respect of loan of Rs.1,600/- availed of by Pandurang Sadoba Kamthe from the society on June 28, 1976. Mutation Entry no.8400 dated January 27, 1989 records that pursuant to the Order bearing no.23/89 dated January 23, 1989 passed by the Tehsil office, Haveli, the charge on the land bearing Survey no.23 Hissa no.1 was deleted.

e. Upon perusal of the below mentioned mutation entries, it is seen that Pandu Sadhu Kamthe executed sale deeds in respect of portions out of the captioned land and pursuant to the sale, the lands were subdivided. The below mentioned new survey numbers do not form part of this Report.

Mutation Entry	**Names of the purchasers**	**Area (in H-A)**	**New Survey no.**
Mutation Entry no.6495 dated January 25, 1988	Mahendra Hiralal Duggad	00-41	23/1/1
Mutation Entry no.6496 dated January 25, 1988	Ashok Rikhabdas Sancheti	00-41	23/1/2
Mutation Entry no.6497	Narendra Rikhabdas	00-41	23/1/3

dated January 25, 1988	Sancheti		
		01-23	

f. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

g. Mutation Entry no.9886 dated October 1, 1990 records that Pandurang Sadu Kamthe expired on July 14, 1990 and was survived by his sons (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Dinkar Pandurang Kamthe; daughters (d) Tulsabai Pandurang Tathawade, (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Narmadabai Dattoba Bhovale, (h) Subhadrabai Somnath Gaikwad, (i) Sindhubai Vitthal Gote and wife (j) Rakhmabai Pandurang Kamthe. Accordingly, the names of the heirs were mutated on records of the lands bearing Survey no.20 Hissa no.3 and Survey no.23 Hissa no.1.

h. Upon perusal of an extract of Mutation Entry no.9889 dated October 1, 1990, it is seen that the same does not pertain to the captioned land.

i. By and under a Development Agreement dated July 06, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune at Serial no. 5532 of 1995 (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Dinkar Pandurang Kamthe ((a) to (c) for self and as the Karta of their respective families), (d) Rukminibai Pandurang Kamthe, (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Tulsabai Pandurang Tathawade, (h) Narmada Dattatraya Bhosale, (i) Subhadra Somnath Gaikwad, (j) Sindhu Vitthalrao Gote, ((d) to (j) through their power of attorney holder Dinkar Pandurang Kamthe), with the consent of (a) Laxmibai Vitthal Kamthe, (b) Chandrakant Vitthal Kamthe, (c) Asha Chandrakant Kamthe, (d) Yashwant Vitthal Kamthe, (e) Lata Yashwant Kamthe, (f) Shashikant Vitthal Kamthe, (g) Bhanudas Vitthal Kamthe, (h) Sangeeta Bhanudas Kamthe, (i) Kusum Yashwant Shirke, (j) Sharda Dattatraya Gawade, (k) Kamal Khandu Kamthe, (l) Rohidas Khandu Kamthe,

(m) Shalan Rohidas Kamthe, (n) Kantabai Dinkar Kamthe and (o) Mahesh Dinkar Kamthe ((a) to (o) through their power of attorney holder (a) to (c) above) granted in favour of Azim F. Tapia the development rights in respect of an ascertained area of 00 Hectares 53 Ares out of the land bearing Survey no.23 Hissa no.1, for the consideration and in the manner stated therein. The Development Agreement records that the same was executed by the owners for legal and financial necessity of the family. The vacant possession of the land has been handed over to the developer pursuant to the Agreement.

j. By and under a Development Agreement dated July 06, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune at Serial no. 5533 of 1995 (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Dinkar Pandurang Kamthe ((a) to (c) for self and as the Karta of their respective families), (d) Rukminibai Pandurang Kamthe, (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Tulsabai Pandurang Tathawade, (h) Narmada Dattatraya Bhosale, (i) Subhadra Somnath Gaikwad, (j) Sindhu Vitthalrao Gote, ((d) to (j) through their power of attorney holder Dinkar Pandurang Kamthe), with the consent of (a) Laxmibai Vitthal Kamthe, (b) Chandrakant Vitthal Kamthe, (c) Asha Chandrakant Kamthe, (d) Yashwant Vitthal Kamthe, (e) Lata Yashwant Kamthe, (f) Shashikant Vitthal Kamthe, (g) Bhanudas Vitthal Kamthe, (h) Sangeeta Bhanudas Kamthe, (i) Kusum Yashwant Shirke, (j) Sharda Dattatraya Gawade, (k) Kamal Khandu Kamthe, (l) Rohidas Khandu Kamthe, (m) Shalan Rohidas Kamthe, (n) Kantabai Dinkar Kamthe and (o) Mahesh Dinkar Kamthe ((a) to (o) through their power of attorney holder (a) to (c) above) granted in favour of Javed F. Tapia the development rights in respect of an ascertained area of 00 Hectares 53 Ares out of the land bearing Survey no.23 Hissa no.1, for the consideration and in the manner stated therein. The Development Agreement records that the same was executed by the owners for legal and financial necessity of the family.

k. Mutation Entry no.30385 dated November 25, 2013 records that Rukmini alias Rakhmabai Pandurang Kamthe expired on June 22, 1996 and was survived by her sons Vitthal and Dinkar Pandurang Kamthe, daughters Tulsabai Pandurang Tathawade, Kasubai Khandu Salekar, Subhadrabai Somnath Gaikwad, Narmadabai Dattoba Bhosale, Sitabai Mahadu Pawar, Sindhubai Vitthal Gote and heirs of Khandu Pandurang Kamthe viz. Rohidas and Laxman Khandu Kamthe, Alka Rohidas Gund, Shalan Baban Jadhav and Sangeeta Yuvraj Hulawade. Accordingly, the names of the heirs were mutated as the holders of the captioned land.

l. By and under a Sale Deed dated March 20, 1998 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.1461 of 1998, (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Dinkar Pandurang Kamthe ((a) to (c) for self and as the Karta of their respective families), (d) Rukminibai Pandurang Kamthe, (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Tulsabai Pandurang Tathawade, (h) Narmada Dattatraya Bhosale, (i) Subhadra Somnath Gaikwad, (j) Sindhu Vitthalrao Gote, all through their power of attorney holder Javed F. Tapia, with the consent of (a) Laxmibai Vitthal Kamthe, (b) Chandrakant Vitthal Kamthe, (c) Asha Chandrakant Kamthe, (d) Yashwant Vitthal Kamthe, (e) Lata Yashwant Kamthe, (f) Shashikant Vitthal Kamthe, (g) Bhanudas Vitthal Kamthe, (h) Sangeeta Bhanudas Kamthe, (i) Kusum Yashwant Shirke, (j) Sharda Dattatraya Gawade, (k) Kamal Khandu Kamthe, (l) Rohidas Khandu Kamthe, (m) Shalan Rohidas Kamthe, (n) Kantabai Dinkar Kamthe and (o) Mahesh Dinkar Kamthe, all through their power of attorney holder Javed F. Tapia, sold and transferred in favour of Javed F. Tapia, *inter alia* an ascertained area admeasuring 00 Hectares 53 Ares out of the land bearing Survey no.23 Hissa no.1, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16665 dated July 18, 1998. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. It further records that the possession of the land was given to Javed F. Tapia under the Agreement for Sale dated July 6, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.5533 of 1995 and further nos.(a) to (c) for self and as the Karta of their respective joint families and (d) to (j) through their power of attorney holder Dinkar Pandurang Kamthe, also executed an Irrevocable Power of Attorney dated July 4, 1995 and registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.170 of 1995 in favour of Javed F. Tapia and Raj K. Bhansali thereby enabling them to undertake the acts, deeds and things mentioned therein.

m. By and under a Sale Deed dated March 20, 1998 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.1456 of 1998, (a) Vitthal Pandurang Kamthe, (b) Khandu Pandurang Kamthe, (c) Divakar Pandurang Kamthe ((a) to (c) for self and [for their family] (d) Rukminibai Pandurang Kamthe), (e) Kasubai Khandu Salekar, (f) Sitabai Mahadu Pawar, (g) Tulsabai Pandurang Tathawade, (h) Narmada Dattatraya Bhosale, (i) Subhadra Somnath Gaikwad, (j) [Sindhu] Vitthalrao Gote, all through their power of attorney holder A. F. Tapia, with the consent of (a) Laxmibai Vitthal Kamthe, (b) Chandrakant Vitthal Kamthe, (c) Asha Chandrakant Kamthe, (d) Yashwant Vitthal Kamthe, (e) Lata Yashwant Kamthe, (f) Shashikant Vitthal Kamthe, (g) Bhanudas Vitthal Kamthe, (h) Sangeeta Bhanudas Kamthe, (i)

Kusum Yashwant Shirke, (j) Sharda Dattatraya Gawade, (k) Kamal Khandu Kamthe, (l) Rohidas Khandu Kamthe, (m) Shalan Rohidas Kamthe, (n) Kantabai Dinkar Kamthe and (o) Mahesh Dinkar Kamthe, all through their power of attorney holder A. F. Tapia, sold and transferred in favour of Javed F. Tapia the land bearing Survey no.23 Hissa no.1 admeasuring 00 Hectares 53 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.19715 dated October 5, 2001. Further nos.(a) to (c) for self and as the Karta of their respective joint families and (d) to (j) through their power of attorney holder Dinkar Pandurang Kamthe, also executed an Irrevocable Power of Attorney dated July 6, 1995 and registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.169 of 1995 in favour of Azim F. Tapia and Raj K. Bhansali thereby enabling them to undertake the acts, deeds and things mentioned therein. Upon perusal of a notarized Declaration dated June, 2002 executed between the then partners of M/s. Unity Enterprises, a partnership firm, it is inter alia seen that the captioned land was purchased by Javed F. Tapia in his capacity as the partner of M/s. Unity Enterprises and the full consideration in respect thereof was paid by the firm and further the captioned land belongs to and has been held by the firm as its absolute property.

n. Mutation Entry no.21546 dated June 2, 2004 records that Khandu Pandurang Kamthe expired on November 2, 2002 and was survived by his wife Kamalabai Khandu Kamthe, sons Rohidas and Laxman Khandu Kamthe and daughters Alka Rohidas Gund, Shalan Baban Jadhav and Sangeeta Yuvraj Hulawade. Accordingly, the names of the heirs were mutated as the holders of the captioned land.

o. Mutation Entry no.30386 dated November 25, 2013 records that Kamalabai Khandu Kamthe expired on May 2, 2010 and was survived by sons Rohidas and Laxman Khandu Kamthe, daughters Alka Rohidas Gund, Shalan Baban Jadhav and Sangeeta Yuvraj Hulawade. Accordingly, the names of the heirs were mutated as the holders of the captioned land.

p. By and under a Release Deed dated September 5, 2013 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.7393 of 2013, Kasubai Khandu Salekar released all her undivided rights in the area admeasuring 00 Hectares 38 Ares out of the land bearing Survey no.23 Hissa no.1 in favour of Vitthal Pandurang Kamthe, Dinkar Pandurang Kamthe, heirs of the deceased Khandu Pandurang Kamthe viz. Rohidas Khandu Kamthe and Laxman Khandu Kamthe, which fact has been recorded vide Mutation Entry no.30387 dated November 25, 2013. However, we have been informed by M/s. Global Riviera Projects that the aforementioned area is not the subject matter of this Report.

q. By and under a Release Deed dated July 30, 2013 registered with the office of the Sub-Registrar, Haveli no.22, Pune, at Serial no.3678 of 2013, Tulsabai Pandurang Tathawade, Sitabai Mahadu Pawar, Subhadrabai Somnath Gaikwad, Sindhubai alias Asha Vitthal Gote, heirs of Narmadabai Dattatraya Bhosale viz. Sunil Dattatraya Bhosale, Sanjay Dattatraya Bhosale, Rajendra Dattatraya Bhosale and Pramila Sanjay Pawar released all their rights in the area admeasuring 00 Hectares 38 Ares out of the land bearing Survey no.23 Hissa no.1 in favour of Vitthal Pandurang Kamthe and Dinkar Pandurang Kamthe, which fact has been recorded vide Mutation Entry no.30388 dated November 25, 2013. We have not been furnished with the documents evidencing the demise of Narmadabai Dattatraya Bhosale and devolution of her rights in favour of her heirs. However, we have been informed by M/s. Global Riviera Projects that the aforementioned area is not the subject matter of this Report.

r. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the area of the captioned land was changed to 11966-381 square meters.

s. Please see the Litigation section of this Report in relation to the suit pending in respect of the captioned land.

3.4. Survey no.23 Hissa no.2/1/1

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1966-1967, 1969-1970 to 1980-1981, 1982-1983 to 1991-1992, 1992-1993 to 2016-2017 in respect of the captioned land. The captioned land was earlier bearing Survey no.21 Hissa no.2. The VII/XII for the period 1943-1944 onwards reflects the name of Antu Dagadu Kamthe (Karta) as the holder thereof and the area is recorded as 08 Acres 25 Gunthas. The VII/XII extract also reflects the deleted name of Dagadu Kondaji Kamthe. Subsequently, on account of sub-division of the land bearing Survey no.21 Hissa no.2, the sub-divided areas were allotted new hissa numbers in the manner set out hereinafter.

b. Mutation Entry no.777 dated September 27, 1934 records that pursuant to the Falni bara, certain corrections were carried out in the records of inter alia the land bearing Survey no.21 Hissa no.2. Accordingly, the same was mentioned to be admeasuring 08 Acres 25 Gunthas and held by Dagadu Kondaji Kamthe. In the absence of a copy of the Falni Bara, we have relied upon the contents of the said mutation entry.

c. Mutation Entry no.1194 dated June 15, 1946 records that Dagadu Kondaji Kamthe expired on December 14, 1945 and was survived by Antu Dagadu Kamthe, Damu Dagadu Kamthe and Sitaram Dagadu Kamthe, all being minors, through their guardian mother Shevantabai Dagadu Kamthe. Accordingly, the names of the heirs was mutated on records of *inter alia* the land bearing Survey no.21 Hissa no.2 vide Mutation Entry no.1194 dated June 15, 1946.

d. Mutation Entry no.1667 dated December 5, 1949 records charge of Kondhwa Budruk Society in respect of loan of Rs.550/- availed of by Ananta Dagadu Kamthe from the society by mortgaging inter alia the land bearing Survey no.21 Hissa no.2. The said charge does not appear to be subsisting though there is no mutation entry recording the deletion of charge.

e. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.21 Hissa no.2 was converted from 08 Acres 25 Gunthas to 03 Hectares 50 Ares.

f. The extract of Mutation Entry no.3879 dated October 24, 1984 furnished to us is not completely legible. Upon perusal of the legible part, it appears that on September 10, 1984, Sihari Real Estate Private Limited, through its director purchased from Antu Dagadu Kamthe an area admeasuring 01 Hectare 82 Ares out of the land bearing Survey no.21 Hissa no.2, for consideration of Rs.45,000/-.The aforementioned area of 01 Hectare 82 Ares is not the subject matter of this Report. The said mutation entry also records that pursuant to the sale, the land was subdivided in the following manner:

   i. Survey no.21 Hissa no.2 admeasuring 01 Hectare 42 Ares and retained by the vendor; and

   ii. Survey no.21 Hissa no.2/1 admeasuring 01 Hectare 82 Ares held by the purchaser.

g. By and under a Sale Deed dated February 13, 1985 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.1709 of 1985, (a) Antu Dagadu Kamthe, (b) Damodar Antu Kamthe, (c) Yesubai Eknath Jadhav, (d) Mangala Bhagwan Kadus, (e) Baidabai Dilip Thopte, (f) Sharda Balu Ghule, (g) Pappu Prabhakar Kamthe (being a minor, represented by (b) above), (h) Sitaram Dagadu Kamthe, (i) Baburao Sitaram Kamthe, (j) Anjana Sitaram Kamthe, (k) Lanka Sitaram Kamthe ((i) to (k) being minors,

represented by their guardian father Sitaram Dagadu Kamthe), (l) Gavubai Ananta Kaduskar, (m) Indubai Babasaheb Avtade and (n) Rakhmabai Sadashiv Lonkar sold and transferred in favour of Kantilal Nensukh Chhajed the land bearing Survey no.21 Hissa no.2 admeasuring 00 Acres 56 Gunthas for the consideration of Rs.10,000/-, which transaction has been recorded vide Mutation Entry no.5014 dated January 21, 1987.

h. By and under a Sale Deed dated August 5, 1985 and registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.7982 of 1985, Kantilal Nensukh Chhajed sold and transferred in favour of Baban Vishnu Salunke an area admeasuring 00 Hectares 05 Ares out of the land bearing Survey no.21 Hissa no.2, which fact has been recorded vide Mutation Entry no.5015 dated January 21, 1987. Though the said Sale Deed reflects Survey no.21 Hissa no.3, the Index II in respect thereof and the aforementioned mutation entry reflects Survey no.21 Hissa no.2 and further, the revenue records in respect of the land bearing Survey no.21 Hissa no.2 reflect the aforementioned sale deed. The said mutation entry has been certified subject to Section 84C of the Tenancy Act since the purchaser is not an agriculturist. The said mutation entry also records that pursuant to the sale, the land was subdivided in the following manner:

   a. Survey no.21 Hissa no.2 admeasuring 00 Hectares 51 Ares and retained by the vendor; and
   b. Survey no.21 Hissa no.2/1/1 admeasuring 00 Hectares 05 Ares held by Baban Vishnu Salunke.

i. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

j. Upon perusal of the below mentioned mutation entries, it appears that Kantilal Nensukh Chhajed sold and transferred in favour of the below mentioned persons, the areas out of the captioned land and the portions sold were given new survey numbers,

which do not form part of this Report. Further, since copies of the sale deeds were not made available to us, we have relied upon the contents of the mutation entries.

Mutation Entry	Names of the purchasers	Area (in H-A)	New survey no.
Mutation Entry no.5220 dated January 30, 1987	Ramesh Dagdoba Gaikwad (00H-02A), (b) Nandu Eknath Choudhary (00H-0.5A) and (c) Popat Aaba Jadhav (00H-0.5A)	00-03	23/2/1/3
Mutation Entry no.5221 dated January 30, 1987	Jinmati Mohanlal Oswal	00-04	23/2/1/3
Mutation Entry no.6538 dated January 29, 1988	Francis Fedrick Paul	00-01	23/2/5
		00-08	

k. Upon perusal of Mutation Entry no.12145 dated May 10, 1995, it is seen that pursuant to an Order bearing no.84C/SR/1242/95 dated April 24, 1995 passed by the Tehsildar, Haveli, the remark of 84C was deleted from the other rights column of the Village Form VII of the land bearing Survey no.23 Hissa no.2/1/1. Since we have not been furnished with a copy of the aforementioned Order, we have relied upon the contents of the said mutation entry.

l. By and under a Sale Deed dated May 6, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.4519 of 1996, Baban Vishnu Salunke sold and transferred in favour of Sunil Jagannath Shinde and Dattatraya Uttam Lonkar an area admeasuring 00 Hectares 05 Ares out of the land bearing Survey no.23 Hissa no.2/1/1, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.12959 dated October 15, 1996. The Sale Deed records that the land was sold for legal and financial necessity of the joint family.

m. Mutation Entry no.16290 dated February 15 (year is not mentioned) does not pertain to the captioned land.

n. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the area of the captioned land was changed to 415.50 square meters.

o. Mutation Entry no.32267 dated October 19, 2015 records that Dattatraya Uttamrao Lonkar expired on June 4, 2010 and was survived by his wife Amita Dattatraya Lonkar and sons Omkar and Abhijeet Dattatraya Lonkar. Accordingly, the names of the heirs were mutated as the holders of the lands bearing Survey no.23 Hissa nos.2/1/1 and 2/1/2.

3.5. Survey no.23 Hissa no.2/1/2:

a. We have been furnished with Village Form VII/XII for the period 1992-1993 to 2016-2017 in respect of the captioned land. Upon perusal of the VII/XII for the period 1992-1993 to 2010-2011, it is seen that the names of Sunil Jagannath Shinde and Dattatraya Uttam Lonkar are recorded as the holders of the captioned land admeasuring 00 Hectares 20 Ares.

b. Though the aforementioned VII/XII reflects Mutation Entry no.736, the latest VII/XII does not reflect the said mutation entry. On perusal of Mutation Entry no.736 dated October 19, 1933, it is seen that the same does not pertain to the captioned land.

c. Upon perusal of the Sale Deed dated August 5, 1985 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.7981 of 1985 and Mutation Entry no.5016 dated January 21, 1987, it is seen that Kantilal Nensukh Chhajed sold and transferred in favour of Ramakant Prabhakar Chitnis an area admeasuring 00 Hectares 20 Ares out of the land bearing Survey no.21 Hissa no.2. The said mutation entry also records that pursuant to the sale, the land was subdivided in the following manner:
   i. Survey no.21 Hissa no.2 admeasuring 00 Hectares 31 Ares and retained by the vendor; and
   ii. Survey no.21 Hissa no.2/1/2 admeasuring 00 Hectares 20 Ares held by Ramakant Prabhakar Chitnis.

d. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the

aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

e. By and under a Sale Deed dated March 9, 1990 registered with the office of the Sub-Registrar, Haveli no.2, Pune, in Book no.1, at Serial no.4805 of 1990, Ramakant Prabhakar Chitnis sold and transferred in favour of Malinath Shivappa Kanshetti and Kashinath Shivappa Kanshetti, the land bearing Survey no.23 Hissa no.2/1/2 admeasuring 00 Hectares 20 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.10028 dated December 5, 1990.

f. Upon perusal of Mutation Entry no.10310 dated April 18, 1991, it is seen that pursuant to an Order bearing no.84C/Vashi/1347/1991 dated February 29, 1991 passed by the Tehsildar, the transaction in respect of the captioned land was held to be valid and the remark of the transaction being subject to Section 84C of the Tenancy Act was deleted. Since, we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.

g. By and under a Sale Deed dated January 21, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.4520 of 1996, Malinath Shivappa Kanshetti and Kashinath Shivappa Kanshetti sold and transferred in favour of Sunil Jagannath Shinde and Dattatraya Uttam Lonkar the land bearing Survey no.23 Hissa no.2/1/2 admeasuring 00 Hectares 20 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.12958 dated October 15, 1996. The Sale Deed records that the land was sold for legal and financial necessity of the family.

h. The Mutation Entry no.12959 reflected on the latest VII/XII pertains to land bearing Survey no.23/2/1/1.

i. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the area of the captioned land was changed to 1,661.998 square meters.

j. Mutation Entry no.32267 dated October 19, 2015 records that Dattatraya Uttamrao Lonkar expired on June 4, 2010 and was survived by his wife Amita Dattatraya Lonkar and sons Omkar and Abhijeet Dattatraya Lonkar. Accordingly, the names of the heirs were mutated as the holders of the lands bearing Survey no.23 Hissa nos.2/1/1 and 2/1/2.

3.6. Survey no.23 Hissa nos.2/2, 2/2/1, 2/2/3A, 2/2/3B, 2/2/4, 2/2/6:

a. We have been furnished with Village Form VII/XII for the period 1992-1993 to 2016-2017 in respect of the captioned lands. Upon perusal of the VII/XII for the period 1992-1993 to 2010-2011, it is seen that:

Survey no.	Names of the holders	Area (in H-A)
23/2/2	Mayur Mukundrao Shah	00-09.5
23/2/2/1	Devdas Madhuram and Victor Devdas Madhuram	00-04
23/2/2/3A	Abdul Rauf Abdul Kadar Hiroli	00-05
23/2/2/3B	Pushpa Lala	00-20
23/2/2/4	Abdul Matin Abdul Kadar Hiroli	00-04
23/2/2/6	Nalini M. Lala	00-05

b. By and under a Sale Deed dated February 14, 1985 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.1711 of 1985, (a) Antu Dagadu Kamthe, (b) Damodar Antu Kamthe, (c) Yemubai Eknath Jadhav, (d) Mangala Bhagwan Kadam, (e) Baidabai Dilip Thopte, (f) Sharda Balu Ghule, (g) Pappu Prabhakar Kamthe (being a minor, represented by (b) above), (h) Sitaram Dagadu Kamthe, (i) Baburao, (j) Anjana, (k) Lanka Sitaram Kamthe ((i) to (k) being minors, through their guardian Sitaram Dagadu Kamthe), (l) Indubai Baba Nalawade, (m) Gavubai Ananta Kaduskar and (n) Rakhmabai Sadashiv Lonkar sold and transferred in favour of Babulal Bhagwandas Solanki an area admeasuring 00 Hectares 55 Ares out of the land bearing Survey no.21 Hissa no.2, for the consideration and in the manner as stated therein, which transaction has been recorded vide Mutation Entry no.5012 dated January 21, 1987. The said mutation entry records that pursuant to the sale, the land was subdivided in the following manner:

i. Survey no.21 Hissa no.2 admeasuring 01 Hectare 13 Ares and retained by the vendors; and

ii. Survey no.21 Hissa no.2/2 admeasuring 00 Hectares 55 Ares held by Babulal Bhagwandas Solanki.

c. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect

thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

d. By and under diverse Sale Deeds, Babulal Bhagwandas Solanki sold and transferred the areas mentioned below, from and out of the land bearing Survey no.23 Hissa no.2/2, for the consideration and in the manner stated therein. The below mentioned mutation entries also bear a remark of subject to Section 84C of the Tenancy Act. However, the same were deleted pursuant to the mutation entries / orders detailed hereinbelow. The details of the aforementioned Sale Deeds are as under:

Sale Deed details	**Area sold (H-A)**	**New survey no.**	**Names of the purchasers**	**Mutation Entry reference**
Sale Deed dated October 31, 1988 registered with the office of the Sub-Registrar, Haveli no.1, Pune at Serial no.15215 of 1988	00-04	23/2/2/1	Devdas Madhuram, Josephine Devdas Madhuram and Victor Devdas Madhuram	Mutation Entry no.8086 dated November 8, 1988 Section 84C remark deleted vide Mutation Entry no.21910 dated January 25, 2005
Sale Deed dated February 27, 1989	00-05.50	23/2/2/2	Vidula Kulkarni	Mutation Entry no.8687 dated March 25, 1989
Sale Deed dated April 5, 1989 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.5879 of 1989. The copy of the Sale Deed furnished to us is not	00-20	23/2/2/3	Pushpa B Lala	Mutation Entry no.8852 dated June 6, 1989 Section 84C remark deleted vide Mutation Entry no.17305 dated July 6, 1999

Sale Deed details	Area sold (H-A)	New survey no.	Names of the purchasers	Mutation Entry reference
completely legible.				
Sale Deed dated February 27, 1989 registered with the office of the Sub-Registrar, Haveli no.1, Pune at Serial no.4038 of 1989	00-05	23/2/2/3	Abdul Rauf Abdul Kadar Hiroli	Mutation Entry no.8924 dated June 10, 1989 Section 84C remark deleted pursuant to Order bearing no.84C/SR/129/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli
Sale Deed dated February 27, 1989 registered with the office of the Sub-Registrar, Haveli no.1, Pune at Serial no.4036 of 1989	00-04	23/2/2/4	Abdul Matin Abdul Kadar Hiroli	Mutation Entry no.8925 dated June 10, 1989 Section 84C remark deleted pursuant to the Order bearing no.84C/SR/136/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli
Sale Deed dated July 20, 1989 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.11735 of 1989	00-05	23/2/2/6	Nalini Lala	Mutation Entry no.9054 dated September 7, 1989 Section 84C remark deleted pursuant to Order bearing no.84C/SR/126/2006 dated May 8, 2006 passed by the Avval

Sale Deed details	Area sold (H-A)	New survey no.	Names of the purchasers	Mutation Entry reference
				Karkun, Haveli,
Sale Deed dated August 23, 1989	00-01	23/2/2/7	Rangraj	Mutation Entry no.9193 dated September 7, 1989
Sale Deed dated October 25, 1989	00-01	23/2/2/8	Bahadur	Mutation Entry no.9194 dated November 4, 1989
Sale Deed dated August 26, 1996 registered with the office of the Sub-Registrar, Haveli no.3, Pune at Serial no.6036 of 1996.	00-09.50	23/2/2	Mayur Mukundrao Shah	Mutation Entry no.13091 dated December 10, 1996
	00-55			

M/s. Global Riviera Projects has informed us that the lands mentioned in Mutation Entry nos.8687, 9193 and 9194 above do not form subject matter of this Report.

e. Mutation Entry no.12275 dated November 4 (year of the mutation entry is not mentioned) records that Joshpine Devdas Madhuram expired on November 15, 1989 and was survived by Devdas Madhuram (husband) and Victor Devdas Madhuram (son). Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.23 Hissa no.2/2/1.

f. Mutation Entry no.22151 dated July 26, 2005 does not pertain to the lands bearing Survey nos.23 Hissa no.3A and 3B.

g. Mutation Entry no.22678 dated May 24, 2006 records that pursuant to the order passed by the Avval Karkun, Haveli, the remark of subject to Section 84C of the Tenancy Act was deleted inter alia from the Village Form VII of the following lands:

Survey no.	Names of the holders as reflected in the mutation entry
23/2/2/3A	Abdul Rauf Abdul Kadar
23/2/2/4	Abdul Matin Abdul Kadar

23/2/2/6	Nalini Lala

Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.

h. Mutation Entry no.23016 dated December 28, 2006 records that pursuant to the Order bearing no.HNo/Kavi/668/05 dated January 24, 2005 passed by the Tehsildar, Haveli and the Order bearing no.CLR/PK4/Part 1/L1/Sale dated November 13, 2002 of the Revenue and Forest Department, Mantralaya, Mumbai, corrections were carried out in respect of inter alia the following hissa numbers. Since we have not been furnished with a copy of the aforementioned Order, we have relied upon the contents of the said mutation entry.

Old Survey no./ Hissa no.	New Survey no./Hissa no.
23/1/2	23/1/2A
23/2/2/2	23/2/2/2A
23/2/2/3	23/2/2/3A
23/2/2/3	23/2/2/3B
23/5/1/1	23/5/1/1A

i. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the areas of the captioned lands were changed in the manner set out in the MSEDCL section of this Report.

j. The Mortgage Deed dated March 8, 2016 registered with the office of the Sub-Registrar, Haveli no.21, Pune, at Serial no.2740 of 2006 and executed by Prakruti Mandot Associates in favour of Buldhana Urban Co-operative Credit Society Limited pertains to an area admeasuring 00 Hectares 3.324 Ares out of the land bearing Survey no.23 Hissa no.2/2/3, which is not the subject matter of this Report.

3.7. Survey no.23 Hissa no.2/3:

a. We have been furnished with Village Form VII/XII for the period 1992-1993 to 2016-2017 in respect of the captioned land. Upon perusal of the VII/XII for the period 1992-1993 to 2010-2011, it is seen that the name of Shashikala Dilip Kumbhar is recorded as the holder of the captioned land admeasuring 00 Hectares 57 Ares.

b. By and under a Sale Deed dated February 13, 1985 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.1710 of 1985, (a) Antu Dagadu Kamthe, (b) Damodar Antu Kamthe, (c) Yemubai Eknath Jadhav, (d) Mangala Bhagwan

Kadam, (e) Baidabai Dilip Thopte, (f) Sharda Balu Ghule, (g) Pappu Prabhakar Kamthe (being a minor, represented by (b) above), (h) Sitaram Dagadu Kamthe, (i) Baburao, (j) Anjana, (k) Lanka Sitaram Kamthe ((i) to (k) being minors, through their guardian Sitaram Dagadu Kamthe), (l) Indubai Baba Nalawade, (m) Rakhmabai Sadashiv Lonkar and (o) Gavubai Ananda Kaduskar, sold and transferred in favour of Kalyansingh Budhsingh Saluja an area admeasuring 00 Hectares 57 Ares out of the land bearing Survey no.21 Hissa no.2 for the consideration and in the manner stated therein, which transaction has been recorded vide Mutation Entry no.5013 dated January 21, 1987. The said mutation entry also records that pursuant to the sale, the land was subdivided in the following manner:

i. Survey no.21 Hissa no.2 admeasuring 00 Hectares 56 Ares and retained by the vendors; and
ii. Survey no.21 Hissa no.2/3 admeasuring 00 Hectares 57 Ares held by Kalyansingh Budhsingh Saluja.

c. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

d. By and under diverse Sale Deeds, Kalyansingh Budhsingh Saluja, through his power of attorney holder Abasaheb Kundlik Tehkik, sold and transferred the areas mentioned below, from and out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and in the manner stated therein. The details of the aforementioned Sale Deeds are as under:

Sr,no.	Sale Deed details	Area sold (H-A)	Names of the purchasers	Mutation Entry reference
1.	Sale Deed dated April 5, 1994 registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.2101 of 1994	00-11.50	Roomi H. Patel	Mutation Entry no.11753 dated August 18, 1994

Sr,no.	Sale Deed details	Area sold (H-A)	Names of the purchasers	Mutation Entry reference
2.	Sale Deed dated August 27, 1994 registered with the office of the Sub-Registrar, Haveli no.3, Pune at Serial no.4713 of 1994	00-05	Shashikala Dilip Kumbhar	Mutation Entry no.12308 dated December 18 (year is not mentioned)
3.	Sale Deed dated April 5, 1994 registered with the office of the Sub-Registrar, Haveli no.3, Pune at Serial no.2102 of 1994	00-10.50	Shirin R. Patel	Mutation Entry no.12570 dated June 15, 1996
4.	Sale Deed dated April 5, 1994 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.2103 of 1994	00-10.50	Havovi R. Patel	Mutation Entry no.12571 dated June 15, 1996
5.	Sale Deed dated April 5, 1994 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.2104 of 1994	00-10.50	Farukh R. Patel	Mutation Entry no.12572 dated June 15, 1996
		[00-48]		

e. Mutation Entry no.12582 dated June 22, 1996 records that Kalyansingh Budhsingh Saluja expired in or around the year 1995 and was survived by sons Surjitsingh and Satnamsingh, daughters Kavaljitkaur Jitendrasingh Rajpal, Barinderkaur Rajindarsingh Rana and Jagjitkaur Ravindarsingh Saluja and wife Mahindarkaur Kalyansingh Saluja. The said mutation entry further records that the daughters have released their rights in favour of their brothers vide a Release Deed dated May 21, 1996. Accordingly, the names of the sons and wife of the deceased were mutated on records of the land bearing Survey no.23 Hissa no.2/1. Since we have not been furnished with a copy of the aforementioned Release Deed, we have relied upon the contents of the said mutation entry.

f. By and under a Sale Deed dated June 10, 1996 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.3720 of 1996 read with Correction Deed dated September 2, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.5929 of 1996 set out hereinbelow, (a) Surjitsingh Kalyansingh Saluja, (b) Satnamsingh Kalyansingh Saluja,

(c) Mahindrakaur Kalyansingh Saluja, (d) Kavaljitkaur Jitendrasingh Rajpal, (e) Barinderkaur Rajindarsingh Rana and (f) Jagjitkaur Ravindarsingh Saluja ((a) for self and as the constituted attorney of (b) to (f) above) sold and transferred in favour of Javed F. Tapia, the land bearing Survey no.23 Hissa no.10/1 admeasuring 00 Hectares 26.50 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.13773 dated May 4, 1997. The said Sale Deed records that the land was sold for legal and financial necessity of the joint family. The said mutation entry records Survey no.23 Hissa no.2/3 admeasuring 00 Hectares 26.50 Ares, which was subsequently corrected in view of the below mentioned Correction Deed dated September 2, 1997 and mutated on record vide Mutation Entry no.14005 detailed hereunder.

Under the aforementioned Correction Deed dated September 2, 1997, Ramesh Dhondiba Bhedekar, Santaram Dhondiba Bhedekar, George John D'Costa and Javed Tapia of the one part and (a) Satnamsingh Kalyansingh Saluja, (b) Mahendrakaur Kalyansingh Saluja, (c) Kavaljitkaur Jitendrasingh Rajpal, (d) Barinderkaur Rajindersingh Rana, (e) Jagjitkaur Ravindrasingh Saluja and (f) Surjitsingh Kalyansingh Saluja (for self and as the power of attorney holder of (a) to (e) above), (a) to (f) through their power of attorney holder Popat Baburao Mule of the other part, the parties carried out certain corrections to the documents executed between them since they incorrectly recorded the survey numbers, which fact has been recorded vide Mutation Entry no.14005 dated October 1 (year is not mentioned). Accordingly, the following corrections were carried out:

Names of the purchasers	Details as per the correction
Ramesh Dhondiba Bhedekar, Sataram Dhondiba Bhedekar	23/2/3 admeasuring 00H-02A
George John D'Costa	23/2/3 admeasuring 00H-02A
Javed Tapia	23/10/1 admeasuring 00H-26.50A

g. By and under a Sale Deed dated May 24, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.3573 of 1997, Farukh R. Patel sold and transferred in favour of Sadruddin Mangalji Khoja, an ascertained area admeasuring 00 Hectares 10.50 Ares out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16920 dated November 28, 1998.

h. By and under a Sale Deed dated May 24, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.3572 of 1997, Roomi F. Patel

sold and transferred in favour of Rabindersingh Sardoolsingh Marwa and Rajpalsingh Rabindersingh Marwa, an ascertained area admeasuring 00 Hectares 11.50 Ares out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16921 dated November 28, 1998.

i. By and under a Sale Deed dated July 22, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.4937 of 1997, Havovi F. Patel, through her power of attorney holder Roomi Patel, sold and transferred in favour of Manoj Mathurawala, an area admeasuring 00 Hectares 10.50 Ares out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16922 dated November 28, 1998.

j. By and under a Sale Deed dated August 16, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.8009 of 1997, Shirin R. Patel sold and transferred in favour of Jawaharlal S. Mathurawala, an ascertained area admeasuring 00 Hectares 10.50 Ares out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.16923 dated November 28, 1998.

k. By and under Articles of Agreement dated June 13, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.3550 of 2005, Shashikala Dilip Kumbhar granted the development rights in favour of M/s. The JRD Avenue Properties, in respect of an ascertained area admeasuring 00 Hectares 05 Ares out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and on the terms and conditions mentioned therein. The said Agreement records that Shashikala Dilip Kumbhar has put the developer in possession of the subject land and further has executed an Irrevocable Power of Attorney in favour of the developer and / or their nominees to do all things, deeds and matters pertaining to all the development activities. Further, Shashikala Dilip Kumbhar has confirmed the receipt of the consideration mentioned therein.

l. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the area of the land bearing Survey no.23 Hissa no.2/3 was changed to 4,736.693 square meters.

m. By and under a Sale Deed dated October 23, 2015 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.6891 of 2015, Shashikala Dilip

Kumbhar sold and transferred in favour of Yogesh Chandrakant Kamthe an area admeasuring 00 Hectares 05 Ares out of the land bearing Survey no.23 Hissa no.2/3, for the consideration and in the manner stated therein. It is pertinent to note that Shashikala Dilip Kumbhar has already granted development rights and agreed to sell the subject land in favour of M/s. JRD Avenue Properties vide Articles of Agreement dated June 13, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.3550 of 2005 and has received entire consideration in relation thereto. Shashikala Dilip Kumbhar has inter alia given covenant that she and / or any person claiming through and for her shall not do by act/s or omission/s any such act, deed or thing which would prejudice, jeopardize, obstruct, impede or hinder the rights of the developer under the said Articles of Agreement. Further, by and under Assignment of Development Rights dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10357 of 2006, M/s. JRD Avenue Properties has assigned all its rights in respect of the captioned land in favour of M/s. Global Riviera Projects and as such she could not have created third party rights / sold the same to any third party. In the circumstances, the aforementioned Sale Deed has been executed in violation of the terms of the Articles of Agreement dated June 13, 2005.

It appears that Mutation Entry no.32319 was prepared to record the transaction of sale under the aforementioned Sale Deed dated October 23, 2015 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.6891 of 2015 and the same was challenged by Ashok Khupchand Kothari, partner of M/s. Global Riviera Projects, who filed Complaint no.SR/25/2015 before the Mandal Officer, Khed Shivapur, Pune. By and under an Order dated July 27, 2016, the Mandal Officer cancelled the said Mutation Entry no.32319 and held that the name of Shashikala Dilip Kumbhar is hollow (*poklist*). M/s. Global Riviera Projects have informed us that the said order has not been challenged till date.

3.8. Survey no.23 Hissa no. 2/7, 2/8, 2/9:

a. We have been furnished with Village Form VII/XII for the period 1992-1993 to 2016-2017 in respect of the captioned lands. Upon perusal of the VII/XII for the period 1992-1993 to 2010-2011, the following is observed:

Survey no.	Names of the holders	Area (in H-A)
23/2/7	Magdali George, Jefi George and Jenar George	00-06
23/2/8	Samual Nelson Kore and Aruna S. Kore	00-04
23/2/9	Francis Xavier Manikam, Anbulin Xavier	00-06

Survey no.	Names of the holders	Area (in H-A)
	Manikam and Norbert Xavier Manikam	

b. By and under diverse Sale Deeds mentioned hereinbelow, Kantilal Nensukh Chhajed sold and transferred in favour of the purchasers mentioned hereinbelow, an area admeasuring 00 Hectares 20 Ares out of the land bearing Survey no.23 Hissa no.2. Pursuant to the sale, the land was sub divided and the areas sold were allotted new hissa numbers. The below mentioned mutation entries bear a remark of subject to Section 84C of the Tenancy Act. However, the same were deleted vide subsequent mutation entries mentioned hereunder.

Sale Deed details	Area sold (H-A)	New survey no.	Names of the purchasers	Mutation Entry reference
Sale Deed dated October 29, 1988 registered with the office of the Sub-Registrar, Haveli no.1, Pune, in Book no.1, at Serial no.15220 of 1988,	00-06	23/2/7	Magdali George, Jefy George and Jenar George	Mutation Entry no.8083 dated November 8, 1988 Section 84C remark was deleted vide Mutation Entry no.21912 dated January 25, 2005
Sale Deed dated October 31, 1988 registered with the office of the Sub-Registrar, Haveli, Pune, in Book no.1, at Serial no.15219 of 1988,	00-04	23/2/8	Samuel Nelson Kore, Aruna S. Kore	Mutation Entry no.8084 dated November 8, 1988 Section 84C remark was deleted vide Mutation Entry no.21291 dated

				October 1, 2003
Sale Deed dated October 29, 1988 registered with the office of the Sub-Registrar, Haveli no.1, Pune, in Book no.1, at Serial no.15218 of 1988,	00-06	23/2/9	Francis Xavier Manikam, Anjulin Xavier Manikam, and Norbert Xavier Manikam	Mutation Entry no.8085 dated November 8, 1988 Section 84C remark was deleted vide Mutation Entry no.21911 dated January 25, 2005
TOTAL	**00-20**			

c. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the areas of the captioned lands were changed in the manner set out in MSEDCL section of this Report.

3.9. Survey no.23 Hissa no.5, 5/1, 5/3, 5/3/1:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1966-1967, 1969-1970 to 1980-1981, 1981-1982 to 1991-1992 in respect of the land bearing Survey no.21 Hissa no.5 and for the period 1992-1993 to 2016-2017 in respect of the captioned lands. The captioned lands were earlier bearing Survey no.21 Hissa no.5. The VII/XII for the period 1943-1944 onwards reflects the name of Raghunath Krishnaji Bhinge (Karta) as the holder of the land bearing Survey no.21 Hissa no.5 admeasuring 02 Acres 06 Gunthas. The said VII/XII also reflects the deleted name of Krishnaji Narayan Bhinge. Upon perusal of the VII/XII for the period 1992-1993 to 2010-2011 in respect of the captioned lands, it is seen as under:

Survey no.	Names of the holders	Area (in H-A)
23/5	Shyam Mulchand Punjabi	00-10
23/5/1	Shyam Mulchand Punjabi	00-03
23/5/3	Motilal Ramlal Lohiya	00-10
23/5/3/1	Chandrakala Pandurang Bhutada	00-10

b. Upon perusal of an extract of Mutation Entry no.600 dated April 22, 1929, it is seen that the same does not pertain to the captioned lands.

c. Mutation Entry no.1442 dated August 12, 1949 records that Krishnaji Narayan Bhinge expired on June 26, 1949 and was survived by his two sons i.e. Raghunath and Pandurang. The name of Raghunath Krishnaji Bhinge, as the Karta of the joint family was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.21 Hissa no.5.

d. Mutation Entry no.1464 dated September 22, 1951 records that by and under a Sale Deed dated January 11, 1950, Chintaman and Maruti Namdev Kamthe purchased from Raghunath and Pandurang Krishnaji Kamthe the land bearing Survey no.21 Hissa no.5. However, the survey number appears to be incorrectly recorded Survey no.21 Hissa no.4/3 and the same should have been Survey no.21 Hissa no.5. The said mutation entry further records that as per Section 63/64 of the Tenancy Act, the name of the purchaser is mutated in the other rights column of the Village Form VII. We have not been furnished with a copy of the aforementioned Sale Deed. Further, Mutation Entry no.1679 dated August 28, 1960 records that under a Sale Deed dated April 14, 1950, Raghunath Krishnaji Bhinge sold and transferred in favour of Chintaman Maruti Kamthe and Namdev Maruti Kamthe, the land bearing Survey no.21 Hissa no.5 for Rs.2,000/-. The said mutation entry records that the survey number is incorrectly recorded as Survey no.21 Hissa no.4/3 in the sale deed and the same should be Survey no.21 Hissa no.5. The said mutation entry does not record the details of the sale deed and we have not been furnished with a copy of the sale deed. As such, we have no comments to offer on the same. It appears that two separate sale deeds were executed in favour of Chintaman and Namdev Maruti Kamthe.

e. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.21 Hissa no.5 was converted from 02 Acres 06 Gunthas to 00 Hectares 87 Ares.

f. By and under diverse sale deeds mentioned below, (a) Chintaman Maruti Kamthe (for self and as the Karta of the joint family) and (b) Namdev Maruti Kamthe (for self and as the Karta of the joint family) sold and transferred areas out of the land bearing Survey no.21 Hissa no.5 in favour of the below mentioned purchasers. The Sale Deeds record

that the lands were sold for legal and financial necessity of the family. Further, the mutation entries record that pursuant to the sale, new hissa numbers were allotted to the areas sold.

Document details	Name of the purchaser	Area sold (in H-A)	New Survey no.	Mutation Entry details
Sale Deed dated September 10, 1987 registered with the office of the Sub-Registrar, Haveli no.2, Pune at Serial no.11517 of 1987	Dhanraj Bhalchandra Rathi	00-27	21/5/1	Mutation Entry no.5931 dated October 5, 1987
Sale Deed dated September 10, 1987 registered with the office of the Sub-Registrar, Haveli no.2, Pune at Serial no.11518 of 1987	Babusingh Amarsingh Purohit	00-20	21/5/2	Mutation Entry no.5932 dated October 5, 1987
Sale Deed dated September 10, 1987 registered with the office of the Sub-Registrar, Haveli no.2, Pune, at Serial no.11519 of 1987	Maganraj Bansilal Rathi	00-20	21/5/3	Mutation Entry no.5933 dated October 5, 1987
Sale Deed dated September 10, 1987 registered with the office of the Sub-Registrar, Haveli no.2, Pune at Serial no.11520 of 1987	Omprakash Zumberlal Bub	00-20	21/5	Mutation Entry no.5934 dated October 5, 1987
	TOTAL	**00-87**		

g. Mutation Entry no.7086 dated May 21, 1988 records that by and under a Sale Deed dated November 11, 1987, Omprakash Zumberlal Bub sold and transferred in favour of Shyam Mulchand Punjabi the land bearing Survey no.21 Hissa no.5 admeasuring 00 Hectares 10 Ares. Upon perusal of a copy of the Order bearing no.84C/SR/133/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli, it is seen that pursuant to the

order, it was held that the transaction recorded vide Mutation Entry no.7086 in respect of the land bearing Survey no.23 Hissa no.5 was legal and the said mutation entry was certified. Since a copy of the Sale Deed is not available with us, we have relied upon the contents of the said mutation entry.

h. By and under a Sale Deed dated January 1, 1988 registered with the office of the Sub-Registrar, at Serial no.19 of 1988, Babusingh Amarsingh Purohit sold and transferred in favour of Nandkishor Shriniwas Lohiya and Ashok Shriniwas Lohiya the land bearing Survey no.23 Hissa no.5/2 admeasuring 00 Hectares 20 Ares, for the consideration and in the manner stated therein. The Sale Deed records that the land was sold for financial necessity of the joint family. The aforementioned area is not the subject matter of this Report.

i. By and under two separate Sale Deeds detailed hereinbelow, Maganraj Bansilal Rathi sold and transferred the areas out of the land bearing Survey no.23 Hissa no.5/3 in favour of the below mentioned purchasers. The said Sale Deeds record that the lands were sold for legal and financial necessity of the joint family.

Document details	Name of the purchaser	Area sold (in H-A)	New Survey no.	Mutation Entry details
Sale Deed dated January 1, 1988 registered with the office of the Sub-Registrar, Haveli no.2, Pune, in Book no.1, at Serial no.22 of 1988	Chandrabai Pandurang Bhutada	00-10	21/5/3	Mutation Entry no.8933 dated June 15, 1989
Sale Deed dated January 1, 1989 registered with the office of the Sub-Registrar, Haveli no.2, Pune, in Book no.1, at Serial no. 22 of 1989,	Ramkuvar Lohiya	00-10	21/5/3	Mutation Entry no.8934 dated June 15, 1989

The aforementioned mutation entries bear a remark of subject to Section 84C of the Tenancy Act. Upon perusal of a copy of the Order bearing no.84C/SR/132/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli, it is seen that pursuant to the order,

it was held that the transaction recorded vide Mutation Entry no.8934 was legal and the said mutation entry was certified.

j. Further, Omprakash Zumberlal Bub and Dhanraj Mulchand Rathi separately sold and transferred certain areas out of the land bearing Survey no.21 Hissa no.5, details whereof are set out hereunder. The areas sold do not form subject matter of this Report. Pursuant to the sale, the land was subdivided and new hissa numbers were allotted thereto.

Document details	Name of the vendor	Name of the purchaser	Area sold (in H-A)	New Survey no.	Mutation Entry details
Sale Deed dated April 22, 1988,	Omprakash Zumberlal Bub	Reshma B. Daswani	00-10	21/5/4	Mutation Entry no.7085 dated May 20, 1988
Sale Deed dated April 22, 1988 and registered with the office of the Sub-Registrar, Haveli no.2, Pune at Serial no.10166 of 1988	Dhanraj Mulchand Rathi	Rajesh Balluram Daswani	00-04	21/5/1/1	Mutation Entry no.7626 dated July 27, 1988.
Sale Deed dated January 1, 1988 registered with the office of the Sub-Registrar, Haveli no.1, Pune, in Book no.1, at Serial no.17 of 1988	Dhanraj Mulchand Rathi	Shriniwas Jaikishan Lohiya	00-20	21/5/1/1	Mutation Entry no.7088 dated May 21, 1988. The said Sale Deed records that the land is being sold subject to the right of way over 10 feet road which was retained by the vendor.

k. By and under a Sale Deed dated April 19, 1988 registered with the office of the Sub-Registrar, Haveli no.2, Pune at Serial no.10167 of 1988, Dhanraj Mulchand Rathi sold and transferred in favour of Veermati Jawahar Asar the land bearing Survey no.21 Hissa no.5/1 admeasuring 00 Hectares 03 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.7627 dated July 27, 1988. The said mutation entry appears to incorrectly record the name of Jawahar Asar instead of Veermati J. Asar. The said mutation entry bears a remark of subject to Section 84C of the Tenancy Act. The Section 84C remark has been deleted vide Order bearing no.84C/SR/129/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli and as set out in Mutation Entry nos.10561 and 22678 detailed hereinafter.

l. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

m. By and under a Sale Deed dated June 21, 1989 registered with the office of the Sub-Registrar, Haveli no.2, Pune, at Serial no.10189 of 1989, Veermati J. Asar sold and transferred in favour of Shyam Mulchand Punjabi the land bearing Survey no.21 Hissa no.5/1 admeasuring 00 Acres 03 Gunthas, for the consideration and in the manner mentioned therein, which transaction has been recorded vide Mutation Entry no.8992 dated August 6, 1989. The said mutation entry records that due to Wadi Vibhajan, the survey numbers have changed. The said mutation entry also bears a remark of subject to Section 84C of the Tenancy Act. Upon perusal of a copy of the Order bearing no.84C/SR/129/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli, it is seen that pursuant to the order, it was held that the transaction recorded vide Mutation Entry no.8992 in respect of the land bearing Survey no.23 Hissa no.5/1 was legal and the said mutation entry was certified.

n. Upon perusal of Mutation Entry no.10561 dated October 2, 1991, it is seen that pursuant to an Order bearing no.Tenancy/Kavi/23/91 dated January 13, 1991 passed by the Avval Karkun, Haveli, the transaction in respect of the land bearing Survey

no.23 Hissa no.5/3/1 was held to be valid and the remark of the transaction being subject to Section 84C of the Tenancy Act was deleted. Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.

o. By and under a Development Agreement dated January 27, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 532 of 2005, Shyam Mulchand Punjabi granted in favour of Ravindra Dhanraj Rathi, the development rights in respect of the lands bearing Survey no.23 Hissa no.5 admeasuring 00 Hectares 10 Ares and Survey no.23 Hissa no.5/1 admeasuring 00 Hectares 03 Ares, for the consideration and in the manner stated therein.

p. Mutation Entry no.22014 dated April 8, 2005 records that Ramkuvar Motilal Lohiya expired on April 10, 1996 and was survived by his son Motilal Ramlal Lohiya. Accordingly, the name of Motilal Ramlal Lohiya was mutated on record as the holder of the land bearing Survey no.23 Hissa no.5/3.

q. Mutation Entry no.22678 dated May 24, 2006 records that pursuant to the order passed by the Avval Karkun, Haveli, the remark of subject to Section 84C of the Tenancy Act was deleted inter alia from the Village Form VII of the following lands:

Survey no.	Names of the holders
23/5	Shyam Mulchand Punjabi
23/5/1	Shyam Mulchand Punjabi
23/5/3	Motilal Shyamlal Lohiya

By and under an Order dated May 8, 2006 passed by the Avval Karkun in Case no.84C/SR/132/2006, the sale in favour of Motilal Shyamlal Lohiya was held to be legal. By and under an Order dated May 8, 2006 passed by the Avval Karkun in Case no.84C/SR/135/2006, the sale in favour of Shyam Mulchand Punjabi was held to be legal.

r. By and under an Agreement of Assignment of Development Rights dated October 30, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 8509 of 2006, Ravi Dhanraj Rathi assigned in favour of Deepak Kunjeer, the development rights in respect of the lands bearing Survey no.23 Hissa no.5 admeasuring 00 Hectares 10 Ares and Survey no.23 Hissa no.5/1 admeasuring 00 Hectares 03 Ares, for the consideration and in the manner stated therein. Shyam Mulchand Punjabi, through his power of attorney holder Ravi Dhanraj Rathi, executed

a Power of Attorney dated October 30, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 8511 of 2006 in favour of Deepak Kunjeer thereby enabling him to undertake the acts, deeds and things mentioned therein. Further, by and under an Irrevocable Power of Attorney dated October 30, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.8510 of 2006, Ravi Dhanraj Rathi granted powers in favour of Deepak Kunjeer in respect of the land bearing Survey no.23 Hissa no.5 and 5/1 to enable the attorney to undertake the acts, deeds and things mentioned therein.

s. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the areas of the captioned lands were changed in the manner set out in MSEDCL section of this Report.

3.10. Survey no.23 Hissa no.6:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1967-1968, 1969-1970 to 1980-1981, 1981-1982 to 1991-1992 and 1992-1993 to 2016-2017 in respect of the captioned land. The captioned land was earlier bearing Survey no.21 Hissa no.6. The VII/XII extract for the period 1943-1944 onwards reflects the name of Antu Hari Kamthe, being a minor, represented by his guardian cousins Gayabai Maruti Kamthe and Sundarabai Sopana Kamthe and the area is mentioned as 00 Acres 19 Gunthas. The other rights column reflects a remark of "fragment".

b. Mutation Entry no.823 dated May 15, 1935 records that Hari Raaghu Kamthe expired on April 26, 1935 and was survived by his deaf son Dhondiba Hari Kamthe and Antu Hari Kamthe (son), being minor, through his guardians Gaya Maruti Kamthe and Sundarabai Sopana Kamthe. Accordingly, their names were mutated in the holder's column of the Village Form VII of the land bearing Survey no.21 Hissa no.6.

c. The land bearing Survey no.21 Hissa no.6 was declared to be a fragment vide Mutation Entry no.1483 dated August 1, 1951.

d. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted from 00 Acres 19 Gunthas to 00 Hectares 19 Ares.

e. By and under a Sale Deed dated April 16, 1986 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.3955 of 1986, (a) Antu Hari Kamthe, (b) Shankar Antu Kamthe, (c) Dinkar Antu Kamthe, (d) Suman Tanaji Kinjare, (e) Vimal Bapu Surve, (f) Kamal Dinkar Harpale, (g) Chintu Maruti Kamthe, (h) Kondiba Sopana Kamthe, through their power of attorney holder Sakharam Arjunrao Ghadge sold and transferred in favour of Pandurang Maruti Nimbalkar the land bearing Survey no.21 Hissa no.6, which fact has been recorded vide Mutation Entry no.5017 dated January 21, 1987 for the consideration and in the manner stated therein. It is not clear as to whether Dhondiba Hari Kamthe was alive at the time of the said Sale Deed and further, his name also does not appear on the VII/XII of the relevant period.

f. By and under two separate Sale Deeds, Pandurang Maruti Nimbalkar, through his power of attorney holder Surendra Rikhabdas Sancheti sold and transferred areas out of the land bearing Survey no.23 Hissa no.6 in favour of the purchasers mentioned below. The mutation entries recording the transaction reflect that pursuant to the sale, the land was sub-divided and new hissa numbers were allotted to the portion sold. The below mentioned lands are not the subject matter of this Report and hence, we are not offering any comments on the same.

Document details	Name of the purchaser	Area sold (in H-A)	New Survey no.	Mutation Entry details
By and under a Sale Deed dated May 21, 1987 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.6043 of 1987	Mohammed Ashraf Salim	00-06	21/6/1	Mutation Entry no.5607 dated June 9, 1987
Sale Deed dated May 14, 1987 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.6042 of 1997	Abu Bakar Jusab Bhatti	00-06	21/6/2	Mutation Entry no.5608 dated June 9, 1987
TOTAL		**00-12**		

g. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village

Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

h. By and under a Sale Deed dated July 31, 1996 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.5301 of 1996, Pandurang Maruti Nimbalkar, through his power of attorney holder Kantilal Nensukh Chhajed, sold and transferred in favour of Mahadev Sadguru Tehkik an area admeasuring 00 Hectares 07 Ares out of the land bearing Survey no.23 Hissa no.6, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.13089 dated October 15, 1996.

i. By and under a Sale Deed dated August 26, 1996 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.6037 of 1996, Mahadev Sadguru Tehkik sold and transferred in favour of Chitra Rajendra Pardeshi, the land bearing Survey no.23 Hissa no.6 admeasuring 00 Hectares 07 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.13094 dated December 10, 1996.

j. By and under a Deed of Mortgage dated August 31, 2004 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.3672 of 2004, Rajendra Somnath Pardeshi (as the mortgagor therein) with the consent of Chitra Rajendra Pardeshi mortgaged in favour of Keshav Madhav Nagari Sahakari Patsanstha Maryadit, Pune, the land bearing Survey no.23 Hissa no.6 admeasuring 00 Hectares 07 Ares to secure a loan of Rs.8,00,000/-. The terms of the mortgage inter alia restrict any sale, lease, lien, mortgage of the captioned land. Further, the bank shall have a right to dispose of the captioned land in the event of default in repaying the loan. The loan was to be repaid till July 31, 2011. We have not been furnished with any document evidencing repayment of the said loan and as such the same appears to be subsisting. It is pertinent to note that Chitra Rajendra Pardeshi could not have mortgaged the subject land in view of the Agreement of Development Rights dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.5446 of 2006 and powers of attorney executed in relation thereto. However, in the given circumstances, it is desired that the aforementioned charge is caused to be deleted. By and under a

Letter dated January 23, 2017, M/s. Global Riviera Projects has informed Chitra Rajendra Pardeshi and the Patsanstha that the Deed of Mortgage is null, void ab-initio and invalid and does not create any charge / encumbrance on the land bearing Survey no.23 Hissa no.6. M/s. Global Riviera Projects has informed us that no reply has been received to the said letter dated January 23, 2017.

k. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the area of the captioned land was changed to 581.7 square meters.

3.11. Survey no.23 Hissa no.7:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1967-1968, 1969-1970 to 1980-1981, 1981-1982 to 1991-1992, 1992-1993 to 2016-2017 in respect of the captioned land. The captioned land was earlier bearing Survey no.21 Hissa no.7. The VII/XII for the period 1943-1944 onwards reflects the name of Kondiba Sopana Kamthe as the holder thereof and the area is reflected as 00 Acres 16 Gunthas. The other rights column reflects the charge of Ramu Shankar Tupe and remark of "fragment".

b. Mutation Entry no.820 dated March 1, 1935 records that Dagadu Sopana Kamthe expired on February 23, 1935 and was survived by his brother Kondiba Sopana Kamthe (being minor, through his guardian mother Sundarabai Sopana Kamthe). Accordingly, the name of the heir was mutated in the holder's column of the Village Form VII of the land bearing Survey no.21 Hissa no.7.

c. Mutation Entry no. 936 dated September 2, 1937 records that Kondiba Sopana Kamthe, Vithoba and Maruti Sopana Kamthe sold in favour of Ramu Shankar Tupe the land bearing Survey no.21 Hissa no.7 under a conditional sale dated May 26, 1937 for a period of 5 years. From the perusal of the contents of the said mutation and considering that there was a practice then prevalent of advancing loans against such documents, and in the absence of the said document being available for inspection, it is presumed that the said sale deed referred to in the said mutation was, in fact, an ostensible sale as is the case in mortgage by conditional sale. Since the said Sale Deed is not available for inspection, we cannot also know the conditions on which the said mortgage was created. Be it as it may, the said mortgage by conditional sale is executed on May 26, 1937 and a period of about 79 years has elapsed since the date of execution thereof. The limitation for the mortgagor to redeem the property mortgaged is thirty years from the date on which the right of redemption accrues to him. Also, as against this the limitation for the mortgagee to foreclose the mortgage is

thirty years from the time the money secured by mortgage becomes due. As per the details mentioned in the said mutation, even the right to redeem the mortgage and to foreclose the mortgage is now time-barred. Further, Mutation Entry no.11706 dated July 1, 1994 records that pursuant to the Order bearing no.Tehno/Kavi/1548/94 dated June 30, 1994 passed by the Tehsildar, Haveli, the name of Ramu Shankar Tupe was deleted from the other rights column of the Village Form VII of the land bearing Survey no.23 Hissa nos.1/2 and 7. Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.

d. The captioned land was declared to be a "fragment" vide Mutation Entry no.1483 dated August 1, 1951.

e. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.

f. The extract of Mutation Entry no.1953 furnished to us is not completely legible. Upon perusal of the legible portion, it appears that Kondiba Sopana Kamthe mortgaged the lands mentioned therein in favour of Kondhwa Society to secure a loan of Rs.2,000/-. Mutation Entry no.9144 dated October 4, 1989 records that pursuant to a certificate received from the Chairman, Kondhwa Society, stating about repayment of loan by Kondiba Sopana Kamthe, the charge of the society, inter alia on the land bearing Survey no.23 Hissa no.7 was deleted.

g. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

h. By and under a Sale Deed dated June 28, 1995 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.5189 of 1995, (a) Kondiba

Sopana Kamthe, (b) Balu Kondiba Kamthe, (c) Vitthal Sopana Kamthe, (d) Suresh Vitthal Kamthe, (e) Balu Vitthal Kamthe and (f) Vinayak Vitthal Kamthe (all the above for self and as the Karta of their respective joint families) sold and transferred in favour of Minesh Ambalal Patel and Chandrakant Vallabhbhai Patel, the land bearing Survey no.23 Hissa no.7 admeasuring 00 Hectares 16 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.18849 dated January 22, 2001. The Sale Deed records that the land was sold for legal necessity of the joint family. The Sale Deed also records that Baban alias Maruti Sopana Kamthe has expired and was survived by his wife Yamunabai and sons Balu and Anil. It is further recorded that pursuant to the partition between the family and recorded vide Memorandum dated March 4, 1988, the captioned land came to the share of nos.(c) to (f) above. A copy of the said Memorandum has not been made available to us.

i. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the area of the captioned land was changed to 1329.598 square meters.

3.12. Survey no.23 Hissa no.10/1, 10/1/3:

a. We have been furnished with Village Form VII/XII for the period 1943-1944 to 1955-1956, 1957-1958 to 1966-1967, 1969-1970 to 1981-1982 in respect of the land bearing Survey no.21 Hissa no.10 and for the period 1981-1982 to 1991-1992, 1992-1993 to 2016-2017 in respect of the captioned lands. The captioned lands were earlier bearing Survey no.21 Hissa no.10. The VII/XII extract for the period 1943-1944 onwards reflects the names of Janu Savla Jagtap and Baban Shankar Kamthe (Karta) as the holders and the area is recorded to be 00 Acres 37 Gunthas. The said VII/XII also reflects the deleted name of Shankar Bala Kamthe. The other rights column reflects a remark of "fragment".

b. Mutation Entry no. 993 dated April 24, 1939 records that Hari Govind Jadhav sold in favour of Shankar Bala Kamthe the land bearing Survey no.21 Hissa no.10 under a conditional sale dated December 30, 1926 for an unmentioned period. Since the said Sale Deed is not available for inspection, we cannot know the conditions on which the said mortgage was created. However, upon perusal of Mutation Entry no.1205 dated August 16, 1947, it is seen that the fact of demise of the mortgagee and mutation of the names of his heirs was recorded. Mutation Entry no.1205 dated August 16, 1947 records that Shankar Balaji Kamthe expired on December 8, 1946 and was survived by his two sons – Baban and Chhabu. The name of Baban Shankar Kamthe, being the elder son was mutated in the holder's column of Village Form VII of inter alia the land

bearing Survey no.21 Hissa no.10. In the absence of the supporting documents, we are unable to comment on the transaction between Hari Govind Jadhav and Shankar Bala Kamthe and the subsequent recording of the names of the heirs of Shankar Bala Kamthe.

c. Mutation Entry no.1483 dated August 1, 1951 records that the land bearing Survey no.21 Hissa no.10, held by Baban Shankar Kamthe, was declared to be a fragment.

d. It is recorded vide Mutation Entry no.1926 dated March 28, 1969 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.21 Hissa no.10 was converted from 00 Acres 37 Gunthas to 00 Hectares 37 Ares.

e. Mutation Entry no.2142 dated July 1, 1974 records that Janu Savla Jagtap expired 8 years prior to this mutation entry and was survived by his son Shankar Janu Jagtap, grandson Genbhau Ananta Jagtap, daughter in law Kamlabai Sadashiv Jagtap. Accordingly, the name of Shankar Janu Jagtap, as the Karta of the joint family was mutated on record. The name of Janu Savla Jagtap appears as the holder of the captioned land in the VII/XII extract for the period 1943-1944.

f. Mutation Entry no.2654 dated November 12, 1981 records that pursuant to an application made by Chhabu Shankar Kamthe, the name of Chhabu Shankar Kamthe was recorded as the holder of ½ share out of inter alia the land bearing Survey no.21 Hissa no.10. The other ½ share is recorded to be held by his elder brother Baban Shankar Kamthe.

g. Upon perusal of Mutation Entry no.3125 dated October 12, 1982, it is seen that by and under a Sale Deed dated August 23, 1982, Shankar Janu Jagtap, Baban and Chhabu Shankar Kamthe sold and transferred in favour of Kalyansingh Budhsingh Saluja, the land bearing Survey no.21 Hissa no.10. M/s. Global Riviera Projects has by and under an application dated May 30, 2016 made to the Sub-Registrar, Haveli no.2, Pune, under the Right to Information Act, applied for a copy of the aforementioned Sale Deed. By and under its reply dated November 14, 2016, the Sub-Registrar, Class – 2, Haveli no.1, Pune has stated that a copy of the said Sale Deed is not found in the records and that the same will be furnished once the same is obtained by the department. In the absence of a copy of the Sale Deed, it cannot be ascertained

whether Genbhau Ananta Jagtap and Kamlabai Sadashiv Jagtap were joined as parties to the Sale Deed and this Report is being submitted subject to the same.

h. Mutation Entry no.8036 dated October 30, 1988 records that pursuant to the Order bearing no.THJ/Vashi/268/4/85 dated May, 1985 passed by the Tehsildar, Village Yeolewadi was carved out of Village Kondhwa Budruk and was identified as a separate revenue village. On account of the same, Aakarband Patrak dated September 26, 1983 was prepared by the District Inspector Land Records and effect thereof was implemented in the revenue records. Accordingly, the land bearing Survey no.21 of Village Kondhwa Budruk was identified as land bearing Survey no.23 of Village Kondhwa Budruk. Since we have not been furnished with a copy of the aforementioned order and the Aakarband Patrak, we have relied upon the contents of the said mutation entry.

i. Upon perusal of an extract of Mutation Entry no.9604 dated July 12, 1990, it is seen that the same does not pertain to the captioned land.

j. By and under diverse Sale Deeds, Kalyansingh Budhsingh Saluja, through his power of attorney holder Kantilal Nensukh Chhajed, sold and transferred the areas mentioned below, from and out of the land bearing Survey no.23 Hissa no.10/1, for the consideration and in the manner stated therein. The below mentioned mutation entries also bear a remark of subject to Section 84C of the Tenancy Act which was subsequently deleted vide orders / mutation entries detailed hereinbelow. The details of the aforementioned Sale Deeds are as under:

Sale Deed details	**Area sold (H-A)**	**New survey no.**	**Names of the purchasers**	**Mutation Entry reference**
Sale Deed dated May 2, 1990	00-02	23/10/2	George John D'Costa	Mutation Entry no.9674 dated July 13, 1990
Sale Deed dated February 13, 1990 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.2450 of 1990 read with Correction Deed	00-02	23/10/3	Ramesh Dhondiba Bhedekar and Santaram Dhondiram Bhedekar	Mutation Entry no.9675 dated July 13, 1990 Section 84C remark was deleted pursuant to Order bearing

Sale Deed details	Area sold (H-A)	New survey no.	Names of the purchasers	Mutation Entry reference
dated September 2, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.5929 of 1996.				no.84C/SR/139/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli,
Sale Deed dated August 17, 1990 We have been furnished with a copy of Index II in respect of a Sale Deed dated August 17, 1990 registered at Serial no.10758 of 1990.	00-05	23/10/1/3	Preeti Yogesh Suri	Mutation Entry no.10086 dated December 20, 1990 Section 84C remark was deleted pursuant to Order bearing no.84C/SR/134/2006 dated May 8, 2006 passed by the Avval Karkun, Haveli
Sale Deed dated January 9, 1991	00-01	23/10/1/4	Suman Bhau Mate	Mutation Entry no.10253 dated March 10, 1991
Sale Deed dated April 22, 1991	00-01	23/10/1/6	Pulu Mohan Kanojiya	Mutation Entry no.10457 dated August 14, 1991
Sale Deed dated September 30, 1991	00-01.50	23/10/6	Suresh Nensingh Nepali	Mutation Entry no.10667 dated January 2, 1992
Sale Deed dated May 30, 1992	00-01	23/10/7	Dadu Satu Kamdande	Mutation Entry no.10993 dated August 1, 1992
Sale Deed dated January 16, 1992	00-01	23/10/8	Chandrakant Sudam Mundhe	Mutation Entry no.10994 dated August 1, 1992

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The Sale Deeds referred to in Mutation Entry nos.9674, 10253, 10457, 10667, 10993 and 10994 do not pertain to the lands which are the subject matter of this Report and hence, we are not offering any comments on the same. Further, since a copy of the Sale Deed referred to in Mutation Entry no.10086 has not been made available to us, we have relied upon the contents of the mutation entry and the Index II furnished us in respect thereof.

M/s. Global Riviera Projects has by and under an application dated May 30, 2016 made to the Sub-Registrar, Haveli no.2, Pune, under the Right to Information Act, applied for copies of the aforementioned Sale Deeds and till the date of this Report, the documents requested have not been received from the concerned authorities. However, in case of the Sale Deeds referred to in Mutation Entry nos.10086 and 10758, by and under its letters, both dated November 24, 2016, the Sub-Registrar, Class -2, Haveli no.1, Pune has stated that copies of the aforementioned Sale Deeds are not available in the records and in the event it is found, the same will be made available.

k. Upon perusal of Mutation Entry no.10687 dated January 22, 1992, it is seen that the same does not pertain to the land bearing Survey no.23 Hissa no.10/1.

l. By and under a Sale Deed dated June 10, 1996 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.3720 of 1996 read with Correction Deed dated September 2, 1997 registered with the office of the Sub-Registrar, Haveli no.3, Pune, in Book no.1, at Serial no.5929 of 1996 set out hereinbelow, (a) Surjitsingh Kalyansingh Saluja, (b) Satnamsingh Kalyansingh Saluja, (c) Mahindrakaur Kalyansingh Saluja, (d) Kavaljitkaur Jitendrasingh Rajpal, (e) Barinderkaur Rajindarsingh Rana and (f) Jagjitkaur Ravindarsingh Saluja ((a) for self and as the constituted attorney of (b) to (f) above) sold and transferred in favour of Javed F. Tapia, the land bearing Survey no.23 Hissa no.10/1 admeasuring 00 Hectares 26.50 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.13773 dated May 4, 1997. The said Sale Deed records that the land was sold for legal and financial necessity of the joint family. The said mutation entry records Survey no.23 Hissa no.2/3 admeasuring 00 Hectares 26.50 Ares, which was subsequently corrected in view of the below mentioned Correction Deed dated September 2, 1997 and mutated on record vide Mutation Entry no.14005 detailed hereunder.

Under the aforementioned Correction Deed dated September 2, 1997, Ramesh Dhondiba Bhedekar, Santaram Dhondiba Bhedekar, George John D'Costa and Javed

Tapia of the one part and (a) Satnamsingh Kalyansingh Saluja, (b) Mahendrakaur Kalyansingh Saluja, (c) Kavaljitkaur Jitendrasingh Rajpal, (d) Barinderkaur Rajindersingh Rana, (e) Jagjitkaur Ravindrasingh Saluja and (f) Surjitsingh Kalyansingh Saluja (for self and as the power of attorney holder of (a) to (e) above), (a) to (f) through their power of attorney holder Popat Baburao Mule of the other part, the parties carried out certain corrections to the documents executed between them since they incorrectly recorded the survey numbers, which fact has been recorded vide Mutation Entry no.14005 dated October 1 (year is not mentioned). Accordingly, the following corrections were carried out:

Names of the purchasers	Details as per the correction
Ramesh Dhondiba Bhedekar, Sataram Dhondiba Bhedekar	23/2/3 admeasuring 00H-02A
George John D'Costa	23/2/3 admeasuring 00H-02A
Javed Tapia	23/10/1 admeasuring 00H-26.50A

Upon perusal of a notarized Declaration dated June, 2002 executed between the then partners of M/s. Unity Enterprises, a partnership firm, it is inter alia seen that the captioned land was purchased by Javed F. Tapia in his capacity as the partner of M/s. Unity Enterprises and the full consideration in respect thereof was paid by the firm and further the captioned land belongs to and has been held by the firm as its absolute property.

m. Mutation Entry no.22678 dated May 24, 2006 records that pursuant to the order passed by the Avval Karkun, Haveli, the remark of subject to Section 84C of the Tenancy Act was deleted inter alia from the Village Form VII of the land bearing Survey no.23 Hissa no.10/1/3 and the name of Preeti Yogesh Suri is reflected as the holder thereof. Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.

n. In view of Mutation Entry no.31233 dated August 2, 2014 detailed in MSEDCL section of this Report, the areas of the captioned lands were changed in the manner set out in MSEDCL section of this Report.

4. GRANT / ASSIGNMENT OF DEVELOPMENT RIGHTS:

4.1. Standard Developers:

a. By and under an Agreement of Development dated February 05, 2004 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 491 of 2004, Magdali George, Jefy George, Jenar George, Devdas Madhuram, Victor Devdas Madhuram and Norbert Xavier Manikam, through their power of attorney holder Sanjay Nathoba Nanavare, granted in favour of Standard Developers (mentioned to be a proprietorship concern though reflecting names of Mohammed Hanif Kadar Shaikh and Liyakat Kadar Shaikh), the development rights in respect of the lands bearing Survey no.23 Hissa no.2/9 admeasuring 00 Hectares 06 Ares, Survey no.23 Hissa no.2/2/1 admeasuring 00 Hectares 04 Ares and Survey no.23 Hissa no.2/7 admeasuring 00 Hectares 06 Ares, for the consideration and in the manner mentioned therein. In furtherance of the aforementioned Agreement, the owners also executed a Power of Attorney dated February 05, 2004 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 492 of 2004 in favour of Standard Developers.

b. Annexed to the said Power of Attorney is the Power of Attorney dated August 5, 1996 registered with the office of the Sub-Registrar, Haveli no.3, at Serial no.250 of 1996 and executed by Magdali George, Jefy George, Jenar George in favour of Sanjay Nathoba Nanavare; the notarized Power of Attorney dated June 11, 1995 executed by Devdas Madhuram and Victor Devdas Madhuram in favour of Sanjay Nathoba Nanavare; and the Power of Attorney dated August 5, 1996 authenticated before the Executive Magistrate, Pune and executed by Norbert Xavier Manikam in favour of Sanjay Nathoba Nanavare.

4.2. <u>Deepak Vasant Kunjeer:</u>

a. By and under diverse Agreements and Powers of Attorney detailed hereinbelow, the owners of the said Lands granted in favour of Deepak Vasant Kunjeer, the development rights in respect of their respective lands. The details of the Agreements and Powers of Attorney are set out hereunder:

Survey no.	Area (in H-A)	Names of the owners	Details of the documents
23/2/1/1	00-05	Sunil Jagannath Shinde and Dattatraya Uttam Lonkar, with the consent of Mangala Maruti Gaikwad	Articles of Agreement dated October 15, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.6461 of 2005 *Note*: Mangala Maruti Gaikwad was joined as a party since the owners had executed a Memorandum of Understanding dated May 20, 1995 in her favour, copy whereof is not

Survey no.	Area (in H-A)	Names of the owners	Details of the documents
			available with M/s. Global Riviera Projects. However, considering that Mangala Maruti Gaikwad was joined as a party to the Agreement, risks, if any, stands mitigated.
23/2/1/2	00-20	As above	As above
23/2/2/3B	00-20	Pushpa Lala	Articles of Agreement dated December 30, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.3113 of 2006; and Irrevocable Power of Attorney dated December 30, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.3114 of 2006
23/2/2/6	00-05	Nalini Naresh Lala	Articles of Agreement dated October 15, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.6465 of 2005 read with the Deed of Confirmation dated July 18, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.5614 of 2006; Irrevocable Power of Attorney dated October 15, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.6466 of 2005; and Irrevocable Power of Attorney dated July 18, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.5615 of 2006
23/2/3	00-10.50 00-10.50	(a) Jawaharlal G. Mathurawala; (b) Manoj Mathurawala	Articles of Agreement dated October 18, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.6463 of 2005
23/2/8	00-04	Samuel Nelson Kore and Aruna	Articles of Agreement dated October 05, 2005 registered with the office of the Sub-Registrar,

Survey no.	Area (in H-A)	Names of the owners	Details of the documents
		Kore	Haveli no.12, Pune at Serial no.6173 of 2005
23/5/3	00-10	Motilal Ramlal Lohiya	Agreement of Development dated February 02, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 799 of 2006,
23/10/1/3	00-05	Preeti Yogesh Suri	Agreement of Development dated January 07, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 181 of 2006

We have been furnished with an undated letter addressed by Deepak Kunjeer to M/s. Global Riviera Projects confirming that entire payments have been made to the landowners.

4.3. M/s. Global Riviera Projects:

a. By and under diverse Agreements detailed hereinbelow, the owners therein, with the consent of Deepak Kunjeer, granted / assigned their development rights in the lands mentioned hereinafter, in favour of M/s. Global Riviera Projects, for the consideration and in the manner stated in their respective documents:

Survey no.	Area (in H-A)	Grantor / Assignor	Document details
23/2/7 23/2/9 23/2/2/1	00-06 00-06 00-04	Standard Developers	a. Agreement for Assignment of Development Rights dated May 10, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.3623 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32755 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32755 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney May

Survey no.	Area (in H-A)	Grantor / Assignor	Document details
			10, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 3624 of 2006 executed by Magdali George and others in favour of M/s. Global Riviera Projects; c. Power of Attorney dated May 10, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 3625 of 2006, executed by M/s. Standard Developers in favour of M/s. Global Riviera Projects; and d. Power of Attorney dated May 10, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 5452 of 2006, executed by Deepak Kunjeer in favour of nominees of M/s. Global Riviera Projects.
23/2/2/3A 23/2/2/4	00-05 00-04	Abdul Rauf Abdul Kadar Hiroli and Abdul Matin Abdul Kadar Hiroli	a. Agreement of Development dated June 26, 2008 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.4938 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32756 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32756 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney June 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 4939 of 2006, executed

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Survey no.	Area (in H-A)	Grantor / Assignor	Document details
			by Abdul Rauf Abdul Kadar Hiroli and Abdul Matin Abdul Kadar Hiroli in favour of M/s. Global Riviera Projects; and c. Power of Attorney June 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 5453 of 2006, executed by Deepak Kunjeer in favour of nominees of M/s. Global Riviera Projects.
23/2/2	00-09.50	Mayur Mukundrai Shah	a. Agreement of Development Rights dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.5449 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32754 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32754 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 5450 of 2006 executed by Mayur Shah in favour of nominees of M/s. Global Riviera Projects; and c. Power of Attorney dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no. 5451 of 2006, executed by

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Survey no.	Area (in H-A)	Grantor / Assignor	Document details
			Deepak Kunjeer in favour of nominees of M/s. Global Riviera Projects.
23/2/3	00-10.50	Sadruddin Mangaljee Khoja	a. Agreement of Development Rights dated December 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10218 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32757 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32757 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney dated December 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10219 of 2006 executed by Sadruddin Mangaljee Khoja in favour of nominees of M/s. Global Riviera Projects; and c. Power of Attorney dated December 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10363 of 2006, executed by Deepak Kunjeer in favour of nominees of M/s. Global Riviera Projects.
23/2/3	00-05	M/s. JRD Avenue Properties	a. Assignment of Development Rights dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10357 of 2006;

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Survey no.	Area (in H-A)	Grantor / Assignor	Document details
			b. Irrevocable Power of Attorney dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10358 of 2006 executed by Shashikala Dilip Kumbhar, through Deepak Kunjeer, in favour of nominees of M/s. Global Riviera Projects; and c. Power of Attorney dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.10359 of 2006, executed by Deepak Kunjeer in favour of nominees of M/s. Global Riviera Projects.
23/2/3	00-11.50	Ravindrasingh Sardoolsingh Marwah and Rajpalsingh Rabindersingh Marwah	a. Agreement of Development dated November 1, 2007 registered with the office of the Sub-Registrar, Haveli no.12, Pune, in Book no.1, at Serial no.11209 of 2007; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32786 dated May 23, 2016. However, subsequently, the said Mutation Entry no.32786 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney dated November 1, 2007 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.11210 of 2006 executed by Ravindrasingh Sardoolsingh Marwah and Rajpalsingh Rabindersingh Marwah in

Survey no.	Area (in H-A)	Grantor / Assignor	Document details
			favour of nominee/s of M/s. Global Riviera Projects; and c. Power of Attorney dated Power of Attorney dated November 1, 2007 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.11211 of 2006, executed by Deepak Kunjeer granted in favour of nominee/s of M/s. Global Riviera Projects.
23/6	00-07	Chitra Rajendra Pardeshi	a. Agreement of Development Rights dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.5446 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32784 dated May 23, 2016. However, subsequently, the said Mutation Entry no.32784 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.5447 of 2006 executed by Chitra Rajendra Pardeshi in favour of nominees of M/s. Global Riviera Projects; and c. Power of Attorney dated July 14, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune at Serial no.5448 of 2006, executed by Deepak Kunjeer in favour of nominees of M/s. Global Riviera

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Survey no.	Area (in H-A)	Grantor / Assignor	Document details
			Projects.
23/5/3/1	00-10	Chandrakala alias Chandrabai Pandurang Bhutada	a. Agreement of Development Rights dated June 28, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, in Book no.1, at Serial no.5027 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32783 dated May 23, 2016. However, subsequently, the said Mutation Entry no.32783 was cancelled on account of the document being in the nature of an agreement. The said mutation entry inadvertently appears to record Survey number as 23/5/2/1 and document being registered at Serial no.502 of 2006.* b. Irrevocable Power of Attorney dated June 28, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.5028 of 2006 executed by Chandrakala alias Chandrabai Pandurang Bhutada in favour of nominee/s of M/s. Global Riviera Projects; and c. Power of Attorney dated Power of Attorney dated June 28, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.5029 of 2006, executed by Deepak Kunjeer granted in favour of nominee/s of M/s. Global Riviera Projects.
23/7	00-16	Minesh Ambalal Patel and	a. Agreement of Development dated June 29, 2006 registered with the

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Survey no.	Area (in H-A)	Grantor / Assignor	Document details
		Chandrakant Vallabhbhai Patel	office of the Sub-Registrar, Haveli no.12, Pune, in Book no.1, at Serial no.5065 of 2006; *Note: The aforementioned agreement was mutated on record vide Mutation Entry no.32785 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32785 was cancelled on account of the document being in the nature of an agreement.* b. Irrevocable Power of Attorney dated June 29, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.5066 of 2006 executed by Minesh Ambalal Patel and Chandrakant Vallabhbhai Patel in favour of nominee/s of M/s. Global Riviera Projects; and c. Power of Attorney dated Power of Attorney dated June 29, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.5067 of 2006, executed by Deepak Kunjeer granted in favour of nominee/s of M/s. Global Riviera Projects.

b. By and under an Agreement for Assignment of Development Rights dated August 23, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.6560 of 2006, Deepak Vasant Kunjeer granted and transferred in favour of M/s. Global Riviera Projects, his development rights in the following lands, for the consideration and in the manner stated therein, which transaction was recorded vide Mutation Entry no.32753 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32753 was cancelled on account of the document being in the nature of an agreement. By and under an undated Letter, Deepak Vasant Kunjeer has

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inter alia stated that he has received the entire consideration from M/s. Global Riviera Projects and there are no dues remaining to be paid to him against the consideration of land sold at Survey no.23 of Village Kondhwa.

Survey no./Hissa no.	Area (in H-A)
23/2/1/2	00-20
23/2/1/1	00-05
23/2/2/3B	00-20
23/2/2/6	00-05
23/2/3	00-10.50
23/2/3	00-10.50
23/2/8	00-04
23/5/3	00-10
23/10/1/3	00-05
TOTAL	**00-90.00**

In furtherance to the aforementioned Agreement for Assignment of Development Rights dated August 23, 2006, by and under an Irrevocable Power of Attorney dated August 23, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.6561 of 2006, Deepak Vasant Kunjeer, as the power of attorney holder of Sunil Jagannath Shinde, Dattatraya Uttam Lonkar, Pushpa Lala, Nalini Naresh Lala, Jawaharlal Mathurawala, Manoj Mathurawala, Samuel Nelson Kore, Aruna Kore, Motilal Ramlal Lohia and Preeti Yogesh Suri granted in favour of nominee/s of M/s. Global Riviera Projects the powers to undertake the acts, deeds and things mentioned therein. Further, by and under an Irrevocable Power of Attorney dated August 23, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.6562 of 2006, Deepak Vasant Kunjeer granted in favour of nominee/s of M/s. Global Riviera Projects the powers to undertake the acts, deeds and things mentioned therein.

c. By and under the Articles of Agreement dated September 7, 2006 registered with the office of the Sub-Registrar, Haveli no.11, Pune, in Book no.1, at Serial no.7163 of 2006, Javed F. Tapia, Raj K. Bhansali, M/s. Unity Enterprises (represented by all its partners – Rajesh Chandrakant Shah, Azim F. Tapia, Raj K. Bhansali, Dhiren P. Nandu and Javed F. Tapia) (as the owners therein), with the consent of Amrit Mirpuri, granted the development rights in respect of the following lands in favour of M/s. Global Riviera Projects, for the consideration and in the manner stated therein, which transaction was mutated on records vide Mutation Entry no.32787 dated May 23, 2016. However, subsequently, the said Mutation Entry no.32787 was cancelled on

account of the document being in the nature of an agreement. We have been furnished with a letter dated July 20, 2016 addressed by Amrit Mirpuri to M/s. Global Riviera Projects inter alia stating that there are no outstanding payments towards the lands bearing Survey nos.20/2, 20/3, 23/1 and 23/10/1 from M/s. Global Riviera Projects and all the amounts under the aforementioned Agreement are received.

Survey no./Hissa no.	Area (in H-A)
20/2	00-27.00
20/3	00-51.00
23/1	01-06.00
23/10/1	00-26.50
TOTAL	**02-10.50**

The said Agreement records that the consenting party had entered into an oral arrangement to acquire from the owners the development rights in respect of the aforementioned lands. In furtherance to the aforementioned Agreement dated September 7, 2006, by and under a Power of Attorney dated September 7, 2006 registered with the office of the Sub-Registrar, Haveli no.11, Pune, in Book no.4, at Serial no.7164 of 2006, the owners granted in favour of nominee/s of M/s. Global Riviera Projects the powers to undertake the acts, deeds and things mentioned therein. By and under a Power of Attorney dated September 7, 2006 registered with the office of the Sub-Registrar, Haveli no.11, Pune, in Book no.4, at Serial no.7217 of 2006, Amrit Mirpuri granted in favour of nominee/s of M/s. Global Riviera Projects the powers to undertake the acts, deeds and things mentioned therein. Further, M/s. Global Riviera Projects executed in favour of Javed Tapia, Raj K. Bhansali and M/s. Unity Enterprise a Deed of Indemnity dated September 7, 2006 registered with the office of the Sub-Registrar, Haveli no.11, Pune at Serial no.7165 of 2006 thereby indemnifying the obligees against inter alia any liability for monetary and legal consequences arising out of any relationship, contractual or otherwise entered into between M/s. Global Riviera and third party in respect of the lands bearing Survey no.20 Hissa no.2 and 3 and Survey no.23 Hissa no. 1(part) and 10/1.

d. By and under an Agreement for Assignment of Development Rights dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.10360 of 2006, Deepak Vasant Kunjeer granted and transferred in favour of M/s. Global Riviera Projects, his development rights in the following lands, for the consideration and in the manner stated therein:

Survey no./Hissa no.	Area (in H-A)
23/5	00-10
23/5/1	00-03
TOTAL	**00-13**

The aforementioned agreement was mutated on record vide Mutation Entry no.32760 dated May 16, 2016. However, subsequently, the said Mutation Entry no.32760 was cancelled on account of the document being in the nature of an agreement.

In furtherance to the aforementioned Agreement for Assignment of Development Rights dated December 26, 2006, by and under an Irrevocable Power of Attorney dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.10361 of 2006, Deepak Vasant Kunjeer granted in favour of nominee/s of M/s. Global Riviera Projects the powers to undertake the acts, deeds and things mentioned therein. Further, by and under an Irrevocable Power of Attorney dated December 26, 2006 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.10362 of 2006, Shyam Mulchand Punjabi, through his power of attorney holder Deepak Kunjeer, granted in favour of nominee/s of M/s. Global Riviera Projects the powers to undertake the acts, deeds and things mentioned therein.

5. **RAHEJA UNIVERSAL PRIVATE LIMITED:**

a. By and under an Agreement dated October 9, 2006 and registered with the office of the Sub-Registrar, Haveli no.20, Pune, at Serial no.7482 of 2006 read with Supplemental Agreement dated October 9, 2006 (collectively the "**Joint Venture Agreement**"), M/s. Global Riviera Projects with the confirmation of The Richie Rich Co-operative Housing Society Limited, Raj Kanaksen Bhansali, Javed Faizullah Tapia and M/s. Unity Enterprise agreed to jointly develop inter alia the lands bearing Survey no.20/2 (part), 20/3, 23/1 (part) and 23/10/1 (referred to as the **Second Lands** therein), with Raheja Universal Private Limited (then known as K. Raheja Universal Private Limited and hereinafter referred to as "**RUPL**") in the manner set out therein and on a principal to principal basis. Further, by and under an Ancillary Agreement dated October 9, 2006 executed between M/s. Global Riviera Projects and RUPL, M/s. Global Riviera Projects agreed to acquire development rights from the respective owners, in respect of the lands admeasuring in the aggregate 2 Hectares 0.1.5 Ares and bearing Survey nos.23/2/1/1, 23/2/1/2, 23/2/2/3B, 23/2/2/6, 23/2/3 (Part), 23/2/8, 23/5/3 (Part), 23/2/3 (Part), 23/10/1/3, 23/2/2, 23/2/9, 23/2/2/1, 23/2/7, 23/2/2/3A, 23/2/2/4, 23/2/3 (Part), 23/2/3 (part), 23/5, 23/5/1, 23/5/3/1, 23/6, 23/7, 23/2/3, 23/2/6 (referred to as the **Third Lands** therein), in the manner set out therein.

b. By and under a Deed of Cancellation dated March 3, 2017 and registered with the office of the Sub-Registrar, Haveli no.11, Pune, at Serial no.1577 of 2017, M/s. Global Riviera Projects and RUPL mutually terminated and cancelled the understanding/ agreement between them, on account of certain unavoidable circumstances, in respect of the said Second Land as contained in the said Joint Venture Agreement. Thereafter, by and under a Deed of Confirmation dated June 15, 2017 registered with the office of the Sub-Registrar, Haveli no.2, Pune, at Serial no.5914 of 2017, RUPL *inter alia* confirmed the receipt of the entire amount payable to RUPL in terms of the aforementioned Deed of Cancellation and further confirmed the compliance by M/s. Global Riviera Projects of its obligations. The said Deed of Confirmation also records that RUPL shall have no right, title, interest, claim or demand of whatsoever nature in the Second Land and / or the receivables accruing to M/s. Global Riviera Projects from dealing with the Second Lands and M/s. Global Riviera Projects shall be absolutely entitled to deal with the rights to the same in the manner it deems fit.

c. Further, by and under a notarized Deed of Cancellation dated March 3, 2017, M/s. Global Riviera Projects and RUPL mutually terminated and cancelled the understanding/ agreement between them, on account of certain unavoidable circumstances, in respect of the Third Lands as recorded in the said Ancillary Agreement and the Powers of Attorney executed in relation thereto. Thereafter, by and under a notarized Deed of Confirmation dated July 31, 2017, RUPL *inter alia* confirmed the receipt of the entire amount payable to RUPL in terms of the aforementioned Deed of Cancellation and further confirmed the compliance by M/s. Global Riviera Projects of its obligations. The said Deed of Confirmation also records that RUPL shall have no right, title, interest, claim or demand of whatsoever nature in the Third Land and / or the receivables accruing to M/s. Global Riviera Projects from dealing with the Second Lands and the Third Lands AND M/s. Global Riviera Projects shall be absolutely entitled to deal with the rights to the same in the manner it deems fit.

6. **CONVEYANCE IN FAVOUR OF M/S. GLOBAL RIVIERA PROJECTS:**

By and under a Deed of Conveyance dated March 4, 2017 registered with the office of the Sub-Registrar, Haveli no.8, Pune, at Serial no.1968 of 2017, the following persons sold and transferred in favour of M/s. Global Riviera Projects the said Lands (admeasuring 04 Hectares 08 Ares as per the documents), for the consideration and in the manner as stated therein, which transaction has been recorded vide Mutation Entry no.33164 dated March 22, 2017.

Sr. No.	Survey / Hissa no.	Area (in Hectares - Ares)	Name of Owner
[1.]	20/2 (part)	00-27	M/s. Unity Enterprises
[2.]	20/3	00-51	M/s. Unity Enterprises
[3.]	23/1 (part)	01-06	M/s. Unity Enterprises
[4.]	23/10/1	00-26.50	M/s. Unity Enterprises
[5.]	23/2/1/1	00-05	Sunil Jagannath Shinde and Dattaraya Uttam Lonkar
[6.]	23/2/1/2	00-20	Sunil Jagannath Shinde and Dattaraya Uttam Lonkar
[7.]	23/2/2	00-09.50	Mayur Mukundrai Shah
[8.]	23/2/2/1	00-04	Devdas Madhuram and Victor Devdas Madhuram
[9.]	23/2/2/3A	00-05	Abdul Rauf Abdul Kadar Hiroli
[10.]	23/2/2/3B	00-20	Pushpa B Lala
[11.]	23/2/2/4	00-04	Abdul Matin Abdul Kadar Hiroli
[12.]	23/2/2/6	00-05	Nalini Naresh Lala
[13.]	23/2/3 (part)	00-10.50	Jawaharlal S. Mathurawala
[14.]	23/2/3 (part)	00-10.50	Manoj Mathurawala
[15.]	23/2/3 (part)	00-10.50	Sadruddin Mangaljee Khoja
[16.]	23/2/3 (part)	00-05	Shashikala Dilip Kumbhar
[17.]	23/2/3 (part)	00-11.50	Ravindrasingh Sardarsingh Marwah and Rajpal Singh Marwah
[18.]	23/2/7	00-06	Magdali George, Jefy George & Jenar George
[19.]	23/2/8	00-04	Samuel Nelson Kore and Aruna S Kore
[20.]	23/2/9	00-06	Norbert Xavier Manikam [for self and represented by the Firm to be the only legal heir of Francis Xavier Manikam and Anjulin Xavier Manikam]
[21.]	23/5	00-10	Shyam Mulchand Punjabi
[22.]	23/5/1	00-03	Shyam Mulchand Punjabi
[23.]	23/5/3	00-10	Motilal Ramlal Lohiya
[24.]	23/5/3/1	00-10	Chandrakala alias Chandrabai Pandurang Bhutda
[25.]	23/6	00-07	Chitra Rajendra Pardeshi
[26.]	23/7	00-16	Minesh Ambalal Patel & Chandrakant Vallabhbhai Patel
[27.]	23/10/1/3	00-05	Preeti Yogesh Suri
	TOTAL	**04-08**	

Pursuant to the aforementioned Deed of Conveyance dated March 4, 2017, the revenue records have been updated and the VII/XII for the period 2014-2015 to 2016-2017 reflects as under:

Sr. No.	Survey / Hissa no.	Name of Owner	Other rights column / remarks
[1.]	20/2	Ashok Khubchand Kothari and Malti	

Sr. No.	Survey / Hissa no.	Name of Owner	Other rights column / remarks
		Yogesh Karia, partners of M/s. Global Riviera Projects	
[2.]	20/3	Ashok Khubchand Kothari M/s. Global Riviera Projects through partner Malti Yogesh Karia	a. Charge of the Kondhwa Budruk Vividh Vikas Society; b. Remark of Mutation Entry no.33159 being pending. The said Mutation Entry no.33159 appears to record the same transaction recorded under Mutation Entry no.33164 and hence the same appears to be pending;
[3.]	23/1	Ashok Khubchand Kothari M/s. Global Riviera Projects through partner Malti Yogesh Karia Vitthal and Dinkar Pandurang Kamthe, Laxman and Rohidas Khandu Kamthe, Alka Rohidas Gund, Shalan Baban Jadhav and Sangeeta Yuvraj Ghulwade	Charge of the Kondhwa Budruk Vividh Vikas Society
[4.]	23/10/1	Ashok Khubchand Kothari Malti Yogesh Karia M/s. Global Riviera Projects through its partners	Fragment
[5.]	23/2/1/1	Ashok Khubchand Kothari M/s. Global Riviera Projects through partner Malti Yogesh Karia	
[6.]	23/2/1/2	Ashok Khubchand Kothari M/s. Global Riviera Projects through its partner Malti Yogesh Karia	
[7.]	23/2/2	Ashok Khubchand Kothari M/s. Global Riviera Projects through its partner Malti Yogesh Karia	
[8.]	23/2/2/1		
[9.]	23/2/2/3A		

Sr. No.	Survey / Hissa no.	Name of Owner	Other rights column / remarks
[10.]	23/2/2/3B		
[11.]	23/2/2/4		
[12.]	23/2/2/6		
[13.]	23/2/3	a) Javed F. Tapia (00-03.32.40), (b) Kavaljitkaur Jitendrasingh Rajpal, Jagjitkaur Ravindersingh Saluja, Barindarkaur Rajindersingh Rana, Mahindarkaur Kalyansingh Saluja, Satnamsingh Kalyansingh Saluja, Surjit Kalyansingh Saluja (00-04.15.49) and (c) M/s. Global Riviera Projects, through its partners Ashok Khubchand Kothari, Malti Yogesh Karia (00-39.88.80)	
[14.]	23/2/7	Ashok Khubchand Kothari, Malti Ashok Karia, M/s. Global Riviera Projects through partners	
[15.]	23/2/8		
[16.]	23/2/9		
[17.]	23/5	Ashok Khupchand Kothari, Malti Yogesh Karia M/s. Global Riviera Projects through partner	
[18.]	23/5/1		
[19.]	23/5/3		
[20.]	23/5/3/1		
[21.]	23/6	Ashok Khubchand Kothari Malti Yogesh Karia M/s. Global Riviera Projects through its partners	Fragment
[22.]	23/7	Ashok Khubchand Kothari Malti Yogesh Karia M/s. Global Riviera Projects through its partners	Fragment
[23.]	23/10/1/3	Ashok Khubchand Kothari Malti Yogesh Karia M/s. Global Riviera Projects through its partners	

7. GRANT OF DEVELOPMENT RIGHTS IN FAVOUR OF THE COMPANY:

By and under a Joint Development Agreement dated March 7, 2017 and registered with the office of the Sub-Registrar, Haveli no.18, Pune at Serial no.6694 of 2017 (the "**Joint Development Agreement**"), M/s. Global Riviera Projects has granted the joint

development rights in respect of the said Lands in favour of the Company, on the terms and conditions set out in the Agreement. In furtherance of the said Joint Development Agreement, M/s. Global Riviera Projects has also executed an Irrevocable Power of Attorney dated March 7, 2017 and registered with the office of the Sub-Registrar, Haveli no.18, Pune at Serial no.6695 of 2017 in favour of the Company thereby enabling the Company to undertake the acts, deeds and things mentioned therein.

8. **MSEDCL:**

Mutation Entry no.31233 dated August 2, 2014 records that pursuant to (a) the Order bearing no.Jamabandi/Kavi/735/2014 dated August 2, 2014 passed by the Tehsildar, Haveli, (b) the oral instructions given by the Resident Deputy Collector, Pune on June 30, 2014, (c) the Order bearing no.Kondhwa Budruk/Tal. Haveli/23 (part)/288 dated July 1, 2014 passed by the Special Land Acquisition officer and (d) the letter bearing no.2/2013 of the Deputy Inspector Land Records, certain portions out of the land bearing Survey no.23 were acquired by the "Maharashtra State Electricity Distribution Company Limited" (MSEDCL) and new Village Form VII reflecting the name of MSEDCL were prepared. As such, the areas held by the owners of the lands comprised in the land bearing Survey no.23 changed and new Village Form VII reflecting the revised areas were prepared. Accordingly, the areas of the following lands were changed as under:

Survey no.	Name of the holder	Areas as per VII/XII (in H-A)	Area given to MSEDCL (in square meters)	Balance area (in square meters)
23/1	Javed Tapia and Kamthe	01-44	2433-619	11966-381
23/2/1/1	Sunil Shinde and Dattatraya Lonkar	00-05	84-500	415-50
23/2/1/2	Sunil Shinde and Dattatraya Lonkar	00-20	338-002	1661-998
23/2/2	Mayur Shah	00-09.50	160-551	789-449
23/2/2/1	Devdas Madhuram and Victor Madhuram	00-04	67-600	332-40
23/2/2/3A	Abdul Rauf Hiroli	00-05	84-500	415-50
23/2/2/3B	Pushpa Lala	00-20	338-002	1661-998
23/2/2/4	Abdul Matin Hiroli	00-04	67-600	332-4
23/2/2/6	Nalini Lala	00-50	84-500	415-5
23/2/3	Shashikala Kumbhar, heirs of Kalyansingh	00-57	963-307	4736-693

Survey no.	Name of the holder	Areas as per VII/XII (in H-A)	Area given to MSEDCL (in square meters)	Balance area (in square meters)
	Saluja			
23/2/7	Magdali George, Jefy George, Jena George	00-06	101-400	498-6
23/2/8	Samuel Nelson Kore, Aruna Kore	00-04	67-600	332-4
23/2/9	Francis Manikam, Anjulin Xavier Manikam and Nobert Xavier Manikam	00-06	101-600	498-6
23/5	Shyam Punjabi	00-10	169-001	830-999
23/5/1	Shyam Punjabi	00-03	50-700	249-3
23/5/3	Motilal Lohiya	00-10	169-001	830-999
23/5/3/1	Chandrakala Bhutada	00-10	169-001	830-999
23/6	Chitra Pardeshi	00-07	118-300	581-7
23/7	Mitesh Patel, Chandrakant Patel	00-16	270-402	1329-598
23/10/1	Javed F. Tapia	00-26.5	447-853	2202-147
23/10/1/3	Preeti Yogesh Suri	00-05	84-500	415-5

Upon perusal of a copy of the Award dated June 14, 2000 passed by the Special Land Acquisition Officer (14) in Case no.LAQ/48, it is seen that the total area mentioned therein is 02 Hectares 78 Ares and the same bears Survey no.23 and Hissa nos.2/1, 1/1/1, 1/2 1/1, 1/3/1, 1/2/2, which are not the subject matter of this Report. The said Award also records that the J.M. Plan supplied by TILR, Haveli does not show hissas of Survey no.23. M/s. Global Riviera Projects has informed us that though the areas as per the VII/XII have changed, M/s. Global Riviera Projects is in physical possession of the entire area. Further, no unit / station has been set up by MSEDCL on any portion out of the said Lands. In the given circumstances, it may be advisable to make a provision for the aforementioned MSEDCL area in the layout of the said Lands.

9. URBAN LAND (CEILING & REGULATION) ACT, 1976 (the "ULC Act"):

By and under diverse orders detailed hereunder, the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune held that the provisions of the ULC Act are not applicable to the below mentioned lands / the declarant do not hold surplus lands:

Survey no.	Order details
20/2, 20/3, 23/1, 23/10/1	Order dated January 5, 1999 read with Order bearing no.ULC/PK.574-TA/976/07 dated July 12, 2007
23/2/2	Order dated May 23, 2007 passed in Case no.CA-2/SR 557/2007
23/2/2/3A	Order dated May 13, 2007 passed in Case no.CA-2/SR 1260/2007 *(inadvertently refers to Survey no.23 Hissa no.2/2/3A as 2/3A)*
23/2/2/1	Order dated July 1, 2006 passed in Case no.CA-2/TN 15/587/2006
23/2/2/4	Order dated April 19, 2007 passed in Case no.CA-2/SR 748/2007
23/2/2/6	Order dated June 27, 2006 passed in Case no.CA-2/TN 15/585/2006
23/5, 23/5/1	Order dated August 25, 2006 passed in Case no.1363-PA
23/5/3	Order dated July 1, 2006 passed in Case no.CA-2/TN 15/586/2006
23/5/3/1	Order dated July 31, 2006 passed in Case no.CA-2/TN 7/462/2006
23/6	Order dated May 23, 2007 passed in Case no.CA-2/SR 559/2007
23/7	Order dated August 16, 2006 passed in Case no.1362-PA

The orders inter alia record that the lands admeasuring less than 1,000 square meters were exempted from the provisions of the ULC Act.

10. ORIGINAL DOCUMENTS INSPECTION:

We have been provided with an inspection of the original title documents, details whereof are set out in **Annexure "C"** of this Report. Save and except the original documents mentioned in the list, M/s. Global Riviera Projects does not have the originals of any other documents. Further, please see the Public Notice section of this Report in relation to the notice issued for misplaced / lost documents.

11. SEARCH REPORT:

The search reports dated April 21, 2016, March 24, 2017 and August 29, 2017 issued by Adv. Rajendra Jaigude (the "**Search Report**") records that the searches of Index-II records in respect of the Lands were conducted at the Office of the Sub-Registrar of Assurances, Haveli nos.1 to 27, at Pune. Copies of the Search Reports dated April 21, 2016, March 24, 2017 and August 29, 2017 are marked and annexed as **Annexure "A1", "A2"** and **"A3"** hereto respectively. The searches were conducted for the period 1950 to 2017 (both inclusive) from the Index II registers maintained at the Sub-Registrar Offices. The documents reflected in the searches have been detailed hereinabove.

The records at the office of the Joint District Registrar, Pune are maintained in computer database. However, the records at the offices of concerned Sub-Registrars are not properly maintained, records for certain periods are not available for inspection and

sometimes the records are in torn and / or in mutilated condition. This Report is submitted subject to the said handicap in the matter of taking such search as aforesaid.

Further, the Search Report reflects the following documents, which have not been mentioned hereinabove. M/s. Global Riviera Projects has represented to us that the same do not pertain to the lands which are the subject matter of this Report:

Survey no.	Details of the documents
20/2	Agreement dated December 15, 2005 registered with the office of the Sub-Registrar, Haveli no.12, Pune, at Serial no.7916 of 2005 executed between Bhavana Dnyaneshwar Lonkar and others of the one part and Manasha Sachin Agarwal of the other part;
20/2	Agreement dated May 13, 2011 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.4398 of 2011 executed between Jagdishprasad Tilakchand Agarwal and others and Alcon Realties;
20/2	Supplementary Agreement dated April 15, 2015 registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.3241 of 2015 executed between Jagdishprasad Tilakchand Agarwal and others and Alcon Realties;
20/2	Sale Deed dated April 15, 2015 registered with the office of the Sub-Registrar, Haveli no.3, Pune, at Serial no.3242 of 2015 executed between Jagdishprasad Tilakchand Agarwal and others and Alcon Realties;
20/2	Lease Deed dated November 24, 2015 registered with the office of the Sub-Registrar, Haveli no.13, Pune, at Serial no.10122 of 2015 executed between Reliance Jio Infocom Limited and Sunflower CHS Limited;
23/2/2/3	Mortgage Deed dated March 8, 2016 registered with the office of the Sub-Registrar, Haveli no.21, Pune, at Serial no.2740 of 2006 executed by Prakruti Mandot Associates in favour of Buldhana Urban Co-operative Credit Society Limited;

12. REGISTRAR OF FIRMS:

We have caused searches to be carried out at the office of the Registrar of Firms on April 11, 2016 and on January 18, 2018 in relation to M/s. Global Riviera Projects. The search reports issued by M/s. KNP & Associates are annexed hereto and marked as **Annexure "B1"** and **"B2"** respectively.

13. LITIGATION:

A Special Civil Suit no.449 of 2016 has been filed before the Civil Judge Senior Division, Pune at Pune by Laxman Khandu Kamthe and others against M/s. Unity Enterprises and

others in respect inter alia the land bearing Survey no.20 Hissa no.3 and Survey no.23 Hissa no.1. M/s Global Riviera Projects is Defendant no.2 in the said Suit. The plaintiffs have inter alia prayed for (a) declaration that the Sale Deeds registered with the office of the Sub-Registrar, Haveli no.3 at Serial nos.1456/1998, 1460/1998 and 1461/1998 are not binding on the plaintiffs and that the plaintiffs are in possession of their respective shares of the suit property; (b) declaration that the Development Agreements registered with the office of the Sub-Registrar, Haveli no.3, at Serial nos.5531/1995, 5532/1995, 5533/1995 and powers of attorney and / or other subsequent documents in connection with the suit property be declared illegal and not binding on the share of the plaintiffs and that plaintiffs are in possession of their respective shares of the suit property. The plaintiffs have also prayed for permanent injunction and interim and ad-interim orders. M/s. Global Riviera Projects has informed us that no order/s adverse to their title to the said Lands have been passed by the Court in the matter till the date of this Report. The matter is currently pending.

Further, the plaintiffs have also filed a Notice of Lis Pendens dated December 27, 2016 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.8952 of 2016.

14. **PUBLIC NOTICE:**

We have caused Public Notices to be published in the May 11, 2016 edition of the newspapers Sakal (Pune edition), Maharashtra Times (Pune edition) and the Times of India (Mumbai edition) and Erratum in the May 13, 2016 edition of Sakal and Maharashtra Times inviting claims / objections from the public in respect of the title of the respective landowners to the Lands and the development rights of M/s. Global Riviera Projects in the Lands. Pursuant thereto, we have received the following claims / objections:

a. Objection dated May 14, 2016 raised by Kulkarni Sarolkar & Co., Advocates on behalf of their client Ashok K. Raheja;
b. Objection dated May 23, 2016 raised by Adv. Sitesh Sharma on behalf of his clients Laxman Khandu Kamthe and others. The objection of Laxman Khandu Kamthe is dealt with in the Litigation section of this Report.

In the Objection dated May 14, 2016, Mr. Ashok K. Raheja has contended that:

a. He is the owner of the lands bearing Survey no.23 Hissa nos.5/1/1 and 5/4 and the lands mentioned in the public notice have not been demarcated by competent authorities and that those demarcations have been made by private layout;
b. In the lands bearing Gat nos.23/5/1/1 and 23/5/4, Mr. Ashok Raheja has legal right of ingress and egress and interest therein;

c. Mr. Ashok K. Raheja has no objection to the development agreement or purchase of the lands mentioned in the public notice and that he has no right in the same. However, in the event of development of the lands by our client, Mr. Ashok K. Raheja will have to face unnecessary problems in exercising his legal rights to his properties.

M/s. Global Riviera Projects has informed us that Mr. Ashok K. Raheja has no rights, title or interest in any of the common areas / facilities of the said Lands and further, on account of development of the said Lands, none of the rights of Mr. Ashok K. Raheja will be affected.

We have also received a Letter dated May 19, 2016 addressed by Shabbir A. Jamnagarwala proposing to sell his land adjoining Survey no.23 to our client.

We have also caused Public Notices to be published in the June 5, 2016 edition of the newspaper Free Press Journal (Mumbai edition), Sakal Times (Pune edition) and Kesari (Pune edition) stating that certain original title deeds / documents pertaining to the said Lands (the **"Misplaced Original Title Documents"**), have been misplaced / lost and are not available with M/s. Global Riviera Project and that the respective owners and M/s Global Riviera Projects have further confirmed that the Misplaced Original Title Documents and/or any other deed have not been deposited by them with any person including bank or financial institution with a view to create charge / mortgage in respect of the said Land and / or any part thereof. A list of the Misplaced Original Title Documents is annexed hereto and marked as **Annexure "D".** We have not received any claim / objection in relation thereto till the date of this Report. Further, M/s. Global Riviera Projects has also filed a FIR on May 16, 2016 with the Koregaon Park Police Station stating that the original title documents mentioned therein are misplaced / lost.

15. ZONE CERTIFICATE:

We have been furnished with a Zone certificate bearing outward no.Zone 2/3104 dated August 28, 2015 and issued by the City Engineer Office of the Municipal Corporation of the City of Pune (PMC) in respect of the land bearing Survey no.23. Upon perusal thereof, it is *inter alia* seen that the zone of the land bearing Survey no.23 is "Residential". The Zone certificate mentions a remark about the land being affected by a 24 meters wide road and two 18 meters wide roads. Further, the land is affected by reservations for Play Ground and Primary School.

We have also been furnished with a Zone certificate bearing outward no.Zone 2/1031 dated June 6, 2016 and issued by the City Engineer Office of PMC in respect of the land bearing Survey no.20. Upon perusal thereof, it is *inter alia* seen that the zone of the land

bearing Survey no.20 is "Residential". The Zone certificate mentions a remark about the land being affected by three 18 meters wide roads.

16. OUTGOINGS:

We have been furnished with the following property tax bills raised by PMC for the period 2016-2017:

Land details	Bill addressed to	Amount (in Rs.)	Remark
20/2	Raj K. Bhansali C/o. M/s. Global Riviera Projects	1,53,078/-	Paid upto March, 2017
20/3	Javed F. Tapia C/o. M/s. Global Riviera Projects	12,04,201/-	Paid upto March, 2016
23/1	Javed F. Tapia C/o. M/s. Global Riviera Projects	28,12,984/-	Paid upto March, 2017
23/10/1	Javed F. Tapia C/o. M/s. Global Riviera Projects	1,31,918/-	Paid upto March, 2017

M/s. Global Riviera Projects has informed us that:

a. The aforementioned amounts have been paid to PMC.
b. The Survey nos.23/2/1/1, 23/2/1/2, 23/2/2, 23/2/2/1, 23/2/2/3A, 23/2/2/3B, 23/2/2/4, 23/2/2/6, 23/2/3, 23/2/7, 23/2/8, 23/2/9, 23/5, 23/5/1, 23/5/3, 23/5/3/1, 23/6, 23/7, 23/10/1/3 are not assessed for tax by PMC till date.

17. CONCLUSION:

In light of what is discussed above and subject to the observations made by us and also subject to (a) The outcome of the Litigation set out in the Litigation section of this Report; (b) Satisfaction of the charge created by Chitra Rajendra Pardeshi in favour of Keshav Madhav Nagari Sahakari Patsanstha Maryadit, Pune and as set out in Para [3.10 j.] of this Report, we are of the opinion that M/s. Global Riviera Projects is the owner of the lands mentioned hereunder, admeasuring in the aggregate 35,222.76 square meters and their title to the same is clear and marketable and the Company is entitled to develop an area admeasuring 35,222.76 square meters on the terms and subject to conditions as contained in the Joint Development Agreement dated March 7, 2017 and registered with the office of the Sub-Registrar, Haveli no.18, Pune at Serial no.6694 of 2017.

Sr. No.	Survey / Hissa no.	Area (in Square Meters)
[1.]	20/2 (part)	2,700

Sr. No.	Survey / Hissa no.	Area (in Square Meters)
[2.]	20/3	5,100
[3.]	23/1 (part)	8,808.586
[4.]	23/10/1	2,202.147
[5.]	23/2/1/1	415.50
[6.]	23/2/1/2	1661.998
[7.]	23/2/2	789.449
[8.]	23/2/2/1	332.40
[9.]	23/2/2/3A	415.50
[10.]	23/2/2/3B	1661.998
[11.]	23/2/2/4	332.4
[12.]	23/2/2/6	415.5
[13.]	23/2/3 (part)	3,988.794
[14.]	23/2/7	498.6
[15.]	23/2/8	332.4
[16.]	23/2/9	498.6
[17.]	23/5	830.999
[18.]	23/5/1	249.3
[19.]	23/5/3	830.999
[20.]	23/5/3/1	830.999
[21.]	23/6	581.7
[22.]	23/7	1329.598
[23.]	23/10/1/3	415.5
	TOTAL	**[35,222.76]**

For **Wadia Ghandy & Co. (Pune)**

A A Ganghi

Partner